City of Santa Fe

AGENDA

REGULAR MEETING OF THE GOVERNING BODY JULY 29, 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.

Public Comment: To provide live public comment during *Petitions from the Floor* or *Public Hearings*, you must join the Zoom meeting by internet or phone, as follows:
Internet: To join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet, use the following link: https://santafenm-gov.zoom.us/j/94373867877?pwd=cldYNGpCQlV5bVFYM2VzRXBJYzZBUT09. Passcode: 634845
Attendees should use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.
Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: **US: +1 253 215 8782 - Webinar ID: 943 7386 7877 - Passcode: 634845**
Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.

City of Santa Fe

AGENDA

REGULAR MEETING OF THE GOVERNING BODY JULY 29, 2020 CITY COUNCIL CHAMBERS

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 – July 8, 2020
9. **PRESENTATIONS**
10. **CONSENT CALENDAR**

a. Request for Approval of Liquor Hearing Officer's Recommendation to Approve the Request from Vinos Bravos Distributing, LLC, for the Following: (Yolanda Y. Vigil, City Clerk, yyvigil@santafenm.gov, 955-6521)
   1. Waiver of the 300 Foot Location Restriction to Allow the Sale of Alcohol at Vinos Bravos Distributing, LLC, 2882 Trades West Road, Unit B, Santa Fe, which is within 300 Feet of the Rios de Agua Viva Church, 2884 Trades West Road.
   2. Wine Wholesaler Liquor License to be Located at Vinos Bravos Distributing, LLC, 2882 Trades West Road, Unit B.

b. CONSIDERATION OF RESOLUTION 2020-____. (Finance Committee)

A Resolution Relating to a Request for Approval of Fourth Quarter Budget Amendments and Associated New Mexico Department of Finance and Administration/Local Government Division ("DFA/LGD") Schedules for Fiscal Year 2019/2020. (Andy Hopkins, Principal Budget Analyst, ajhopkins@santafenm.gov, 955-6177)

c. Request for Approval of Professional Services Agreements for On-Call Vegetation Management Services Not to Exceed $600,000 Annually Per Vendor, Exclusive of New Mexico Gross Receipts Tax (NMGRT): (Melissa McDonald, River & Watershed Manager, mamcdonald@santafenm.gov ; 955-6840)

· San Isidro Permaculture, Inc.
· Proscapes, Inc.
· Seeds of Wisdom, LLC

d. Request for Approval of Amendment #2 to Professional Services Agreement #12-0718 with Cannon Cochran Management Services, Inc. in the Amount of $198,141 for Third Party Administrative and Adjusting Services for Our Workers Compensation and General Liability Claims. (Bradley Fluetsch, CFA, Planning and Investment Officer, bjfluetsch@santafenm.gov, 955-6885)

e. Request for Approval of Amendment #1 to Professional Services Agreement #12-0405 with Arthur J. Gallagher & Co. in the Amount of $77,613.32 for Comprehensive Insurance Program Broker Services. (Bradley Fluetsch, CFA, Planning and Investment Officer, bjfluetsch@santafenm.gov, 955-6885)

f. Request for Approval of Amendment #1 to Service Contract #20-0027 in the Total Amount of $500,000 Plus Applicable NMGRT for On-Call HVAC, Mechanical, Plumbing and Electrical Services at Midtown and Other City Facilities as Needed; B&D Industries, Inc. (Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 955-5933)

g. Request for Approval of Contracts Awarded through RFP #P/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)

NMIF Housing Corp - $200,000
NM Coalition to end Homelessness – $180,000

h. State of the Santa Fe Municipal Court. (Virginia Vigil, Municipal Court Judge, vmvigil@santafenm.gov, 955-5110)

11. **DISCUSSION/ACTION ITEMS**

a. Request for Approval of Amendment #3 to Contract #19-0115 with Alpha Southwest for FY 20/21 Emergency Repair On-Call in the Amount of $211,015.63 Inclusive of NMGRT. (Jonathan Montoya, Source of Supply Operations Manager, jmmontoya@santafenm.gov 955-4373, and Efren Morales, WWM Plant Superintendent, Public Utilities, emmorales@santafenm.gov, 955-4618)

b. Request for Approval of Amendment # 1 to Professional Services Agreement #19-0234 with Carollo Engineers FY 20/21 On-Call Engineering in the Amount of $250,000 Plus NMGRT. (Bill Schneider, Water Resource Coordinator, Public Utilities, whschneider@santafenm.gov, 955-4203)

c. Request for Approval of Amendment #1 to Professional Services Agreement #19-0235 with Hazen & Sawyer FY 20/21 On-Call Engineering in the Amount of $250,000 Plus NMGRT. (Bill Schneider, Water Resource Coordinator, Public Utilities, whschneider@santafenm.gov, 955-4203)

d. Request for Approval of Amendment #4 to Professional Services Contract #17-0520 John Shoemaker & Associates Inc. for FY 20/21 in the Amount of $197,560 Plus NMGRT. (Bill Schneider, Water Resource Coordinator, Public Utilities, whschneider@santafenm.gov, 955-4203)

e. Request for Approval of Amendment # 3 Financial Consulting Solutions in the Amount of $108,000 plus NMGRT for FY 20/21 Public Utilities Financial Planning Services in the Amount of $108,000 plus NMGRT. (Shannon Jones, Public Utilities Department Director, swjones@santafenm.gov, 955-4267)

f. Request for Approval of Change Order #3 Sub Surface for FY 20/21 Priority Line Replacement in the Amount of $1,626,562.50 Inclusive of NMGRT. (Bill Huey, Engineer, Public Utilities, bchuey@santafenm.gov, 955-4273)

g. Request for Approval of Amendment #3 with MNM Office of Archeological Services for FY 2020/21 in the Amount of $100,000 Plus NMGRT. (Paul Duran, Archeological Technician, Public Utilities, paduran@santafenm.gov, 955-4234)

h. Request for Approval of Award of Bid 20/14/B for FY2021 City Wide Water Utility Pavement Restoration Contract, CIP #3056 to TLC Plumbing & Utility, Inc. in the Amount of $200,000.00 plus NMGRT. (Bill Huey, Engineer, Public Utilities, bchuey@santafenm.gov, 955-4273)

i. Request to Award Contract to Bosque Natural Company in Response to Request for Proposal # '20/18/P for On-Call Services for Dam Vegetation Management in the Amount of $240,000.00 Exclusive of NMGRT. (Bill Huey, Engineer, Public Utilities, bchuey@santafenm.gov, 955-4273)

j. CONSIDERATION OF RESOLUTION NO. 2020-____. (Councilor Vigil Coppler, Councilor Cassutt-Sanchez, Councilor Villarreal and Councilor Garcia)
A Resolution Requiring that the City Manager Seek Governing Body Approval Before Extending the Term of the Exclusive Negotiation Agreement with KDC Cienda SF Investments One LP ("KDC/Cienda") Beyond its Initial One-Year Term; and Requiring that the 30-Day Progress Reports from the Midtown Development Team be Submitted to the Governing Body. (Marcos Martinez, Senior Assistant City Attorney, mdmartinez@santafenm.gov, 955-6502)

k. CONSIDERATION OF RESOLUTION NO. 2020-____. (Mayor Webber)
A Resolution Supporting the United States Conference of Mayors Compact to Combat Hate, Extremism, and Bigotry to Promote the Fundamental Principles of Justice and Equality that Define America. (Jesse Guillen, Leislative Liaison, jbguillen@santafenm.gov, 955-6518)

l. CONSIDERATION OF RESOLUTION NO. 2020-____. (Councilor Villarreal)

A Resolution Changing the Start Time of Afternoon Sessions of Governing Body Meetings to 4:00 P.M. and Evening Sessions of Governing Body Meetings to 6:00 P.M. Beginning with the August 12, 2020 Meeting and Continuing through the December 9, 2020 Governing Body Meeting. (Jesse Guillen, Legislative Liaison, jbguillen@santafenm.gov, 955-6518)

m. Request for Approval to Publish Notice of Public Hearing on August 26, 2020:
BILL 2020-20: An Ordinance Creating Efficiencies, Enhancing Effectiveness, and Eliminating Silos by Reorganizing the Economic Development Division, Affordable Housing Office, Land Use Department, Tourism Santa Fe Department, and the Arts and Culture Department as Divisions of a Community Development Department; Organizing the Community Services Department, Police Department, Fire Department, and Office of Emergency Management as Divisions of a Community Health & Safety Department; and Placing the Constituent and Council Relations into the City Clerk's Office; Replacing Section 2-8 SFCC 1987 with a New Section 2-8 SFCC 1987 that Establishes all City Departments; Reorganizing Existing Sections 2-8, 2-14, 2-15, 2-19 and 2-10 as Subsections of the New Section 2-8; Establishing in Ordinance the Existing Information Technology and Telecommunications Department and Constituent and Council Services Department; and Repealing the Sections of Chapter 2 that Establish Departments that are Either Becoming Divisions or No Longer Exist, Sections 2-9, 2-10, 2-11, 2-12, 2-13, 2-16, 2-19, 2-21 and 2-23 SFCC 1987; Amending Section 2-22 SFCC 1987 to Provide Contract Internal Audit Functions; and Amending Sections 26-1.6 and 26-3.5 Regarding the Office of Affordable Housing. (Mayor Webber) (Jesse Guillen; jbguillen@santafenm.gov, 505-955-6518; Erin K. McSherry, City Attorney; ekmcsherry@santafenm.gov, 955-6512)

n. CONSIDERATION OF RESOLUTION 2020-____. (Mayor Webber, Councilor Villarreal and Councilor Rivera)
A Resolution Creating a Community Health and Safety Task Force. (Jesse Guillen; jbguillen@santafenm.gov, 505-955-6518 and Jeff Norris; jtnorris@santafenm.gov, 955-6710)

o. CONSIDERATION OF RESOLUTION 2020-____. (Mayor Webber)

A Resolution Extending the State of Emergency Proclaimed by the Mayor on July 27, 2020 by Sixty (60) Days, Pursuant to Section 20-1.2(C) SFCC. (Erin K. McSherry, City Attorney; ekmcsherry@santafenm.gov, 955-6512)

p. CONSIDERATION OF RESOLUTION 2020-____. (Mayor Webber and Councilor Abeyta)
A Resolution Permitting City Departments to Seek Retroactive Approval of Contracts for Fiscal Year 2021 for Up to Ninety (90) Days. (Fran Dunaway, Chief Procurement Officer; fadunaway@santafenm.gov, 505-955-6432 and Marcos Martinez, Senior Assistant City Attorney, mdmartinez@santafenm.gov, 955-6502)

12. **MATTERS FROM THE CITY MANAGER**

13. **MATTERS FROM THE CITY ATTORNEY**

14. **MATTERS FROM THE CITY CLERK**

15. **COMMUNICATIONS FROM THE GOVERNING BODY**

EVENING SESSION - 7:00 P.M.

16. **ROLL CALL**

17. **PETITIONS FROM THE FLOOR**

18. **APPOINTMENTS**

19. **PUBLIC HEARINGS**

a. CONSIDERATION OF RESOLUTION 2020-____. (Finance Committee)
A Resolution Adopting the City of Santa Fe Fiscal Year 2020/2021 Annual Operating Budget and Organizational Chart. (Mary McCoy, Finance Director, mtmccoy@santafenm.gov, 955-6171)

b. CONSIDERATION OF BILL 2020-18. ADOPTION OF ORDINANCE NO. 2020-____. (Councilor Lindell, Councilor Villarreal, Councilor Romero-Wirth and Councilor 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 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 Extraneous Language; Repealing Section 10-9.11 Regarding Supplementary Remedies for Public Nuisances; and Amending Section 10-9.13 Regarding the Right of Entry. (Michael Prinz, Assistant City Attorney, mnprinz@santafenm.gov, 955-6554 and Jennifer Faubion, Council Liaison, jrfaubion@santafenm.gov, 699-6386)

c. CONSIDERATION OF BILL 2020-19. ADOPTION OF ORDINANCE NO. 2020-____. (Mayor Webber, Councilor Lindell and Councilor Vigil Coppler)
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. (Fabian Trujillo, Office for Business Growth Manager, ftrujillo@santafenm.gov, 955-6912)

d. CONSIDERATION OF RESOLUTION NO. 2020-____.
Case #2019-19. 4000 and 4100 Geo Lane General Plan Amendment. John Reeder, Agent, for GEO Park, LLC, Owner, Requests Approval of a General Plan Amendment to Amend the Existing General Plan Future Land Use Designation for Approximately 8.59 Acres from Institutional to Low Density Residential. The Project Site Consists of Two Parcels Located at 4000 and 4100 Geo Lane. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136).

e. CONSIDERATION OF BILL NO. 2020-16: ADOPTION OF ORDINANCE NO. 2020-____.
Case # 2019-20. 4000 and 4100 Geo Lane Rezoning. John Reeder, Agent, for GEO Park, LLC, Owner, Requests a Rezoning from R-1 (Residential- One Dwelling Unit Per Acre) to R-5 (Residential- Five Dwelling Units Per Acre). The Properties are Located at 4000 and 4100 Geo Lane and Total Approximately 8.59 Acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136).

f. CONSIDERATION OF BILL 2020-11. ADOPTION OF ORDINANCE NO. 2020-____. (Mayor Webber and Councilors Cassutt-Sanchez, Abeyta, Lindell, and Vigil Coppler)
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. (Mayor Webber and Councilor Cassutt-Sanchez) (Fabian Trujillo, Office for Business Growth Manager, ftrujillo@santafenm.gov, 955-6912) (POSTPONED JULY 24, 2020) **(POSTPONED TO AUGUST 12, 2020)**

g. CONSIDERATION OF BILL 2020-12. ADOPTION OF ORDINANCE NO. 2020-____. (Mayor Webber and Councilors Cassutt-Sanchez, Abeyta, Lindell, and Vigil Coppler)
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 JULY 24, 2020) **(POSTPONED TO AUGUST 12, 2020)**

h. Land Use Appeal No. 2020-2175-APPL of Case No. 2020-1732-HDRB. Appeal by Christina Halaburka of the May 12, 2020 Decision of the Historic Districts Review Board to Deny a Request to Demolish Thirteen (13) Horizontal Feet of a Wall Located at 868 East Alameda, which has Been

Designated as a Contributing Structure in the Downtown and Eastside Historic District. (Sally Paez, Assistant City Attorney, sapaez@santafenm.gov, 955-6501) **(POSTPONED TO AUGUST 12, 2020)**

20. **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.

SUMMARY INDEX
SANTA FE CITY COUNCIL
July 8, 2020

ITEM	ACTION	PAGE
1. Call to Order	Convened at 5:00 p.m.	1
5. Roll Call	Quorum Present	1
6. Approval of Agenda	Approved as presented	2
7. Approval of Consent Calendar	Approved as amended	2
8. Approval of Minutes		
Regular Meeting - June 24, 2020	Approved as presented	2
9. Presentations	None	3
10. Consent Calendar Listing	Listed	3-4
Consent Calendar Discussion		
e) Housing Contracts	Approved as proposed	4-5
h) STR Fine Schedule Hearing	Approved hearing notice	5-6
11. Discussion/Action Items		
a) Noise Abatement Hearing Notice	Approved hearing notice	6-7
b) La Puerta Agreement Hearing Notice	Approved hearing notice	7-8
c) Legal Services Amendment	Approved	8-9
d) CYFD Grant Hearing Notice	Approved	9-10
e) City/County Settlement on RECC	Approved	10-12
12. Matters from the City Manager	None	12
13.Matters from the City Attorney	None	12
15. Matters from the City Clerk	None	12
16. Communications from Gov. Body	Communicated	13-16
Evening Session		
17. Roll Call	Quorum present	16
18. Petitions from the Floor	Petitions heard	17-20
19. Appointments	None	20
H. Public Hearings		
1) Calle La Resolana Access Ordinance	Approved	20-41
Adjournment	Adjourned at 11:21 pm	41

MINUTES OF THE
REGULAR MEETING OF THE GOVERNING BODY
Wednesday, July 8, 2020
Virtual Meeting

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, July 8, 2020, at approximately 5:00 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
Eli Isaacson, Land Use Department Director
Marcos Martinez, Assistant City Attorney
Jesse Guillen, Legislative Liaison
Kristine Mihelcic, Constituent Services Director
Carl Boaz, Council Stenographer
Alex Ladd Affordable Housing Department Director

6. APPROVAL OF AGENDA

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

7. APPROVAL OF CONSENT CALENDAR

Councilor Vigil Coppler requested discussion on items 10(e) and 10(h)

MOTION: Councilor Vigil Coppler 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 24, 2020

MOTION: Councilor Lindell moved, seconded by Councilor Vigil Coppler, to approve the minutes of the regular Governing Body meeting on June 24, 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.

10. **CONSENT CALENDAR LISTING**

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 (MUNICIPALITIES 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) This item was pulled for discussion by Councilor Vigil Coppler.

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 1 13 Washington Avenue. (Sally Paez, Assistant City Attorney, sapaez@santafenm.gov, 955-65012)

h) This item was pulled for discussion by Councilor Vigil Coppler

CONSENT CALENDAR DISCUSSION

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

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

Councilor Vigil Coppler pulled this for discussion.

Ms. Vigil read the caption into the record.

Councilor Vigil Coppler asked for anyone on the Finance Committee to explain why the allocation for the New Mexico Interfaith Housing Corporation for $200,000 and the New Mexico Coalition to End Homelessness for $180,000 were postponed.

Mayor Webber did not know who would answer.

Director Ladd explained that those were pulled off the agenda because we had not determined the amount of the budget available to pay for funding those two items. In the meantime, we collected a large "fee in lieu of" from two developers who were paying their fees before the end of the fiscal year. So those contracts could be funded, using that revenue and that will be considered on the July 20, 2020 Finance Committee agenda.

Councilor Vigil Coppler thanked her.

Councilor Villarreal asked which ones were pulled off at the Finance Committee meeting.

Director Ladd said it was those two: New Mexico Coalition to End Homelessness for rental assistance at $180,000k and the New Mexico Interfaith Housing Corporation at $200,000.

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Villarreal, to approve the contracts as proposed.

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.

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)

Ms. Vigil read the caption into the record.

Councilor Vigil Coppler requested discussion on this item. She said this was covered at length at the Public Works/Public Utilities Committee meeting. There were no questions for Staff, but she noted for the public that public hearing is only on the signs only and not to the Short-Term Rental Ordinance or amendments. The cover memo of June29 makes that notation on the memo but the data or documentation supporting this item is still unclear. And it still includes memos that were left over from the Short-Term Rental amendments. That could be confusing. She did get some communications on it that led her to believe the

public thought this public hearing was on the amendments to the ordinance. If anyone signed on for those amendments tonight, that won't happen, but the City will post signs for when the public hearing is to happen. Director Isaacson noted it would go back to the Planning C omission on those changes to the ordinance, itself. There are still leftover memos on it.

Mayor Webber thanked her for that clarification. This is just for public notice.

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Vigil Coppler, to approve the public hearing on August 12 as presented.

Councilor Villarreal asked Staff to clarify that memo to say what we are doing.

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.

11. DISCUSSION/ACTION ITEMS

a. Request for Approval to Publish Notice of Public Hearing on July 29, 2020: BILL NO. 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 Extraneous 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)

Ms. Vigil read the caption.

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Lindell, to approve the Public Hearing on July 24, 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.

b. Request for Approval to Publish Notice of Public Hearing on July 29, 2020: BILL NO. 2020-19. An Ordinance Relating to the City of Santa Fe Economic Development Plan Ordinance, Section 1 1-11 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) (Jesse Guillen, Legislative Liaison, jbguillen@santafenm.gov, 955-6518)

Ms. Vigil read the caption.

Councilor Lindell asked if this request has been at any committee or going to any committee.

Ms. Vigil said it is going to the Economic Development Advisory Committee but was not sure about any others.

Mr. Trujillo said it is slated for the Finance Committee on July 20; it passed unanimously today at the Economic Development Advisory Committee and is slated for final at the July 29 Governing Body meeting.

Councilor Lindell suggested a cover memo would be helpful.

Councilor Vigil Coppler said it did pass at today's EDAC with many accolades on it. She signed on as cosponsor some time ago.

Councilor Lindell saw it in her packet.

Ms. McSherry mentioned there were some concerns about getting this funding out.

Mr. Trujillo agreed. This is COVID 10 funding and we want it out the door quickly.

MOTION: Councilor Lindell moved, seconded by Councilor Vigil Coppler, to approve the Public Hearing on July 29, 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.

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)

Ms. Vigil read the caption.

Councilor Lindell asked if this is negotiated compensation or a professional standard.

Mr. Martinez replied it was a form of contingency fees and through the amendment, that compensation is not altered. It is used in many other counties.

Mayor Webber observed that perhaps not everyone understands what this is about and asked Mr. Martinez to explain the lawsuit.

Mr. Martinez said the lawsuit is against NMTRD ongoing for 18 months, before Judge Nancy Franchini. The municipalities and counties wanted an accounting, suspecting TRD unlawfully reduced the allocations to municipalities and counties. It occurred during the previous governor's administration. And the request is for reimbursement of funds withheld.

Councilor Lindell asked if we are also allowing up to $60,000 cap.

Mr. Martinez agreed, and many others are also. There are 44 government entities, but he didn't know if all were represented by this firm.

Ms. McSherry said at least 20 municipalities are represented by this firm. We negotiated special terms for Santa Fe, based on our procurement firm. Almost all are represented by this firm.

Councilor Lindell just didn't want us paying more than our share.

Ms. McSherry explained that all costs incurred by the firm are then allocated across the plaintiffs.

Councilor Lindell thought it just looks costly for the City.

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Vigil Coppler, to approve the Legal Services 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.

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)

Ms. Vigil read the caption.

Mr. Carrasco said Kyra Ochoa was also present and she presented for him. Joy Sanchez is the program manager for this project. We get these from Criminal Justice funds from the State annually. This grant is for four years. We got the contract in early June. We had to jump committees for this in order to have the contract.

Councilor Vigil Coppler had no problem with the request but on page 2 of cover memo, dated June 18, the last paragraph on page 2 says the submission was due June 19 and then said the Commission granted a one-week extension as requested. She asked if it is now a moot point.

Director Ochoa said we received another extension from CYFD, and it would expire tomorrow.

Councilor Vigil Coppler understood.

Councilor Villarreal wanted to know what the City's role is in this grant. Do we weigh into the scope of work?

Director Ochoa said the City's role is to host the Children and Youth Commission which has now merged with the Juvenile Justice Board. This is a Joint Strategic Plan across the continuum. The State required certain models that are in the packet. Our role was to determine which agencies could offer those services. We had applicants applying for these funds.

Councilor Villarreal said she asked because we have these- youth circles with a nonprofit group to facilitate that.

Director Ochoa said the facilitator is an outside contractor to facilitate those groups.

Councilor Villarreal didn't know the group makeup or whether they would need any adjustment.

Councilor Romero-Wirth/Councilor Rivera - to approve. unanimous.

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Rivera, to approve the grant contracts 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.

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)

Ms. Vigil read the caption.

Mr. Martinez presented the settlement agreement. The City, County and Edgewood have a JPA for the Regional Emergency Call Center services. This would be the second amendment to the JPA. The County is responsible for the day-to-day RECC operations and those costs. But the City and County share costs for capital equipment and under the settlement agreement, the City agrees to pay for expenditures approved by the RECC items the City has now determined are capital costs. It calls out specific costs including the CAD project for $425,000; the radio dispute project (Motorola) for $545,048 and an amalgamation of smaller capital purchases for $130,886.30. The funding would come from the 2018 GRT Bond and the City would also agree to negotiate a replacement of the JPA or at least to try to negotiate one in good faith. The County approved the settlement last Tuesday. We were not able to bring it prior to the County approval.

Councilor Rivera said the JPA had Board approval first. He asked if the RECC Board agreed to fund those capital projects.

Mr. Martinez had no personal knowledge, but Greg Shaffer sent the minutes and he reviewed the minutes and they did recommend sending that back to the governing bodies for approval. They occurred over many meetings. In the minutes he reviewed, the City staff members on the RECC Board voted to approve it.

Councilor Rivera wanted to make sure they needed those projects to be done.

Mr. Martinez said the City did not receive invoices for many of them over a long period of time. For the CAD and Motorola costs, we waited until we were sure they were installed before paying our share.

Councilor Rivera asked if he was now satisfied.

Mr. Martinez agreed. All invoices were reviewed, and Finance reviewed them also.

Councilor Rivera asked if Edgewood paid their portion.

Mr. Martinez said there was public discussion on their share on CAD, but it is very small, and he believed they have paid it.

Councilor Rivera hoped for discussion about where we want to go. He has some history on this and would like to weigh in on that.

Mr. Martinez thanked him and would appreciate his insights.

Mayor Webber said he had issues to put on the table also regarding performance at the RECC.

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Cassutt-Sanchez, to approve the settlement agreement with the County 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.

12. MATTERS FROM THE CITY MANAGER

Manager LaPan Hill had none at this time.

13. MATTERS FROM THE CITY ATTORNEY

Ms. McSherry had none for now.

14. omitted

15. MATTERS FROM THE CITY CLERK

Ms. Vigil said she had none.

16. COMMUNICATIONS FROM THE GOVERNING BODY

A copy of the Bills and Resolutions Scheduled for Introduction by Members of the Governing Body was incorporated herewith to these minutes as Exhibit One.

Councilor Villarreal wished Jarel happy birthday (yesterday) and hoped she got some time off. She would let Councilor Lindell introduce the ordinance.

Councilor Villarreal was upset with out of control fireworks and did not know if any citations were issued for illegal fireworks. A lot were bought illegally and that affects all of us in the region. We need to work with Pueblo neighbors to figure out something. It was really bad.

She also asked her colleagues about whether to start afternoon meetings earlier and what the implications might be. She didn't want us to go beyond midnight. She wondered what other municipalities do with their meetings. "Either shoot an email or call me before I sponsor anything."

Ms. McSherry cautioned the Governing Body to avoid a rolling quorum. She invited them to give comments now. Only three people can respond outside the public meeting. And she reminded Councilor Villarreal that what she introduced could be amended along the way.

Councilor Cassutt-Sanchez said meeting earlier would be fine by her. Her biggest concern is for those Councilors working regular work hours. Someday we might be able to stop virtual meetings and meet together. she was supportive.

Councilor Cassutt-Sanchez thought the fireworks problems were worse this year. She found a terrified dog in her yard. "We need a plan next year. And we should report violations."

She gave a shout out to St. Vincent's on COVID testing. It was pretty painless. She had to go to Capshaw which brought back memories. She encouraged everyone to get tested.

She wished happy birthday to Jarel and to Councilor Villarreal for their celebrations.

Councilor Lindell said she would like to start meetings earlier. The public hearings are in the evening session. Maybe one hour earlier or two hours earlier would work.

She would like an update on the fireworks ordinance and if any citations were issued for fireworks violations. The size of them in the foothills was unbelievable. We were extremely lucky to avoid a major fire. Typically in July, we have fire concerns. For fireworks, her concern was with pets and veterans. It was constant and went on for a minimum of four nights. Those were her areas of concern. She too wished happy birthday to Jarel and Councilor Villarreal.

Councilor Vigil Coppler had no problem starting earlier. When she worked at the City, the Governing Body meetings started at 4:00 pm. Mark her down for a yes.
She pointed to the picture behind her of the Canyon Road Water Treatment Plant. What a wonderful place to work.

Her next concern was on new documentation. You have to scroll down, down to get to things. There are too many pages. in the public hearings. Breaking it down by title would be more efficient. The housing item was quite lengthy and was unwieldy. Separate documents would be more efficient.

She read in to record a resolution requiring that the City Manager seek Governing Body approval before extending the term of the exclusive negotiation agreement with KDC Cienda SF Investments One LP ("KDC/Cienda") beyond its initial one-year term; and requiring that the 30-day progress reports from the Midtown Development Team be submitted to the Governing Body.

A copy of the KDC/Cienda Resolution is incorporated herewith to these minutes as Exhibit Two.

Councilor Lindell introduced, with Councilor Villarreal an ordinance amending the Table of Permitted Uses in Section 14-6.1(C) SFCC 1987 to include commissary kitchens as a permitted use requiring a Special Use Permit in C-1 Zoning Districts and amending Section 14-12.1 to add the definition of commissary kitchens.

A copy of the proposed ordinance on commissary kitchens is incorporated herewith to these minutes as Exhibit Three.

Councilor Garcia said his background was the Water Museum in District 2 - a historic building that was opened as a museum in 2013. The hydro plant went back to 1895. He was totally open to starting earlier. But his concern was to not set barriers in place when fulltime jobs of future councilors would interfere with their ability to serve. He would be concerned with starting earlier than 4 pm. He gave comments to Manager LaPan Hill earlier. Being up half the night is exhausting. And we might not be as energized as needed. He also suggested doubling up on meetings when agendas become jam packed. Because it is a nonpaid position, it doesn't open it up to as many

people as possible. We need to figure out a fix as an alternative to going after midnight or making 70 petitioners wait to 9:00 to participate.

Regarding fireworks - he agreed with the others. They are now more acceptable and more affordable. And the selection is broader than ever. He also understood the problems with pets and vets.

Councilor Abeyta announced the start of budget hearings on July 14th and he invited all members of the Governing Body to those budget meetings.

Councilor Rivera noted, on fireworks, that we do have an ordinance on selling fireworks. It allows nothing that leaves the ground. Most illegal fireworks sales come from outside the City. And no public show means more individuals try to buy their own. It is difficult to locate them and catch them in the act.

Regarding meeting at 4:00 pm., he thought that would not be much different and more would be squeezed in. We have not had many presentations and they can be easier to squeeze in with that extra time.

Councilor Rivera announced his 27th wedding anniversary was June 26.

Councilor Garcia forgot to ask if we will get updates from John Romero on street closures. He had a constituent reach out to be able to plan accordingly.

Councilor Romero-Wirth echoed all comments on fireworks. It would be great to figure out solutions. She did not favor starting meetings before 4 pm and stick with how long we can go. Or maybe only meet earlier when we have public hearings. It might be hard to keep track of that.

Regarding Plan.gov, she has tried to download the packet. Today it was over 1,000 pages and you have to scroll too much. Maybe she just didn't know how to get to the bottom or the middle and maybe repackaging would help.

She urged people to keep social distancing and wearing face coverings. We are seeing how critical they are in fighting the virus.

Mayor Webber announced, on that last point, our Santa Fe Promise poster is up around town and little cards that describe the promise "to act as if I have the virus." We had 10 new cases today. We have pins also. There are a bunch in his office and some distributed through Tourism. We will promote shopping in stores that also show the poster.

We need to be very mindful that each of us can play a role. The card is in English and Spanish. We got off to an amazing way and can do that again by staying safe and bending the curve. It is a campaign of safety. Out of it we can continue to pay our employees.

At 6:21 pm, Mayor Webber declared a recess until the evening session at 7:00 pm.

EVENING SESSION - 7:00 P.M.

17. 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, July 8, 2020, at approximately 7:00 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, City Manager
Erin McSherry, City Attorney
Yolanda Y. Vigil, City Clerk
Carl Boaz, Council Stenographer

18. PETITIONS FROM THE FLOOR

Ajoy Chandra had submitted a written petition. He said, "My family moved here five years ago with concerns if it was family friendly." He mentioned three places for children's activities, including the ice rink. The rink is threatened now, and he felt its loss would be a loss to the family.

Allison Hill spoke in favor of the ice rink. As an adult skater, age 40, it seemed like there were hundreds of kids skating when she goes. Please keep it open. She is willing to volunteer and pay a separate fee for the using the rink. She supports the Foundation for the Library. She supports a separate entrance just for skating.

Anou Mirkine was a member of the Santa Fe Skaters Association 20 years ago when the rink was approved. She helped get most of the 13,000 signatures. It would be very painful to lose the rink and especially since she was going three times each week for the last five years. She looks forward to competition. If we lose it, where would she go to skate. Lots of kids are getting good at skating and if closed, they will lose a lot.

Dani Katz said, "I prepared for two minutes and I'm left with one. I do want to correct what the Mayor said. The Governor actually doesn't have authority to impose criminal fines on people who don't wear masks. If you've read the edict, Mr. Mayor, you would know that. This mask ordinance is, yet again, distorting the psychological fabric of our community. It is psychological genocide. Children are being psychologically crippled - they are not learning to read in their subtle stations here. They are crucial to a healthy social events socialization. They are woefully crippling an entire generation of children. You have successfully outlawed smiles from the public here. Smiles are important in the care and friendliness, especially during tense times. I think you can all agree we are together waging. We need the connection and re-find a basis. I walked through the plaza yesterday morning and was encountered by a group of large men wearing masks. I'm a tiny woman. I found it intimidating, very stressful on my nervous system. Smiles let us know we are safe among those gathered. I did not get that signal. Not only do they not get the signal that I was safe, but I did not get to exchange one sign of affection with my mechanic boss. ..."

David Ennis was here to request a City commitment to continue support of the ice rink. There is a large community of skaters in Santa Fe and he is part of that community. He didn't start ice hockey until age 42. Once he started, he found his community at the Chavez Center, making many good friends. He has been actively engaged in the program there. The youth hockey program is great. Converting it to a multi-use facility would be a

serious mistake and to support the ice rink as it has for the past 20 years. Hopefully, there will be an ice rink for the next 20 years or more into the future.

Richard Goldsmith asked for clarification. He would like to defer his comments until the public hearing on the ice rink. Mayor Webber clarified that there is no public hearing on the ice rink. He explained the petitions for him. Richard's said their 9-year=old granddaughter is a skater and skated there 4-5 times each week while it was open. He and his wife are also skaters' club volunteers at the Chavez Center. The GCCC, and especially the ice rink there, is a community gem and should be available to the public regardless of economic status. In their recent letter he proposed a government/community partnership with the creation of an ice rink committee that would more accurately ascertain the number of people using the rink; the revenue the rink is bringing in; and ways in which expenditures might be spared, if possible. More importantly, this committee would bring different perspectives and creative energy for marketing the rink for the local community toward the television and film industry and ice organizations needing a venue for regional and national tournaments and competition. By increasing the rink's visibility, we are sure revenue will increase.

Joe Berendzen said on weekdays, he is a scientist, but most Saturdays he was at GCCC teaching beginners to skate. We fall down, we get back up. Now the whole country is falling down, and I am here so we can get back up as it becomes financially feasible to do so. The hope of keeping the ice rink open through the times of no City money needs money that is not city money to keep the rink going. National level coaches who visit our rink tell us we are lucky to be part of our community to work like ours does. In Santa Fe, we are odd collection of parts that all fit together somehow. The rink is part of what makes us a great city. I am opposed to repurposing or privatizing the rink at this time.

Leah Swanson said many people are ready to be part of the solution for the financial challenges of reopening the rink when the Governor's orders are lifted. We are coalescing and communicating on how best to find a solution with best practices for managing the rink for its profitability. We need access to good data to solve it and understand the costs to run it. She thought the costs need to be reviewed more closely. She said we are here to be partners with the City and work to schedule events with other rinks and bringing in an outside consultant. We have heard you on numbers when the rink would sunset and will work on fundraising in numbers that people can understand and determine how to take advantage of low hanging fruit.

Zack Shandler said he has been reading about the need for more services to southside citizens and activities for children and youth. He agreed. The Chavez Center ice rink has

provided 500 students to get there on a school us for free ice-skating lessons through Chaparral and many other schools. Please don't close the rink and stop these services.

Tammy Berendzen is President of the Santa Fe Skating Club. The Chavez Center is a world-class multi-use facility. Its operational costs have been a problem for the City since before it even opened. It shouldn't make the users provide the solution to its financial issues in a crisis. We have no reason to believe the rink actually costs the City $350,000 per year to run because the city's financial system does not provide accurate numbers for any part of the building to be completed. We would like to work with the Governing Body to reopen the rink when it is safe and feasible to do so. But the threat of permanent closure needs to be taken off the table and we need detailed financials for the entire building. Santa Fe has built a vibrant and inclusive skating community. We ask you now to adopt a resolution to keep it open and not repurpose it or privatize it.

Christopher Hilton Hassell said, "Yesterday, I emailed a proposal which could also be found on their website at www.unmasks.icu, suggesting Santa Fe is the first living environment sanctuary city. The term sanctuary city is provocative to some, immediately in its real sense and independent of divided nations in gender 21 and icli treachery. I move we declare and decree a truly prosperous sanctuary city of health and wellbeing for us in our natural environment be formed by local values and concerns, based in local participation. Your actions are literally killing us in our beloved city with every passing day. Santa Fe is in deep social and economic crisis because of the manufactured terrorists the global democrats have brought upon us with their weapons and lies. And you do from that crisis by passing an odious unlawful ordinance under the pretense that without mandatory masks, you would have no tourism. Frankly, that's absurd. Santa Fe is a city different and different would be no masks."

A copy of the written statement of Mr. Hassell is incorporated herewith to these minutes as Exhibit Four.

Adam Steinberg addressed legislation on COVID-19, the mask ordinance, and other restrictive legislation. This is all based on State and County numbers increasing. So many unanswered questions and when I call your offices, I am not given explicit answers. I think it is your responsibility to do that due diligence and dig into it. Municipal Court has not found one positive case yet. So who is getting sick? what do these numbers reflect? Is there just more testing or what? These are life-changing legislations you are putting into place. Dozens of businesses closed and restaurants that are suffering horribly.

Marcella Ortiz said the ice rink is vital to our community for all ages and abilities. We have downs syndrome, etc. people who are using the rink. Skating helps people to express

themselves. It is a place where people with special needs can blossom. Please look to the future and keep it open.

Rabbi Martin Levy said he was the Director for Hockey and Skating at GCCC for several years. The programs provide learning for school children and free instruction for School for the Deaf. It is an Olympic caliber facility and provides an excellent opportunity for them to develop social skills and physical skills. They practice social distancing and the City should keep it for teaching kids.
There were no other petitions.

Scott Bigbee signed up to speak but was not present.

A copy of the written petition of Scott Bigbee is incorporated herewith to these minutes as Exhibit Five.

19. APPOINTMENTS - none.

20. PUBLIC HEARINGS

a) CONSIDERATION OF BILL 2020-15. ADOPTION OF ORDINANCE NO. 2020-15. 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)

Ms. Vigil read the caption.

Mayor Webber went through the procedures for this hearing. First - disclosures; presentation by staff up to 10 minutes; applicant presentation for up to 15 minutes; public members sworn testimony at two minutes each; Governing Body opportunity to ask questions; close public hearing; deliberations among Governing Body members leading to a vote.

Disclosures: There were no disclosures.

STAFF PRESENTATION

Mr. Dan Esquibel provided the Staff presentation. He shared his screen to show details of the zoning project. Staff recommended the Governing Body adopt Case No. 2020-1994 and the Findings of Fact and Conclusions of Law for the case (Exhibit B) be adopted. He provided a choice of two motions. If the motion were to deny the amendment to the ordinance, Staff would be asked to revise the draft Findings of Fact and Conclusions of Law, reflecting the Governing Body's decision.

The amendment is on condition #5 of the Ordinance limiting access. He pointed out the access point to a property just south of the site which eliminated the issue of the ordinance. Traffic Staff supports the amendment for access to Calle la Resolana. At the Planning Commission a proposed emergency access was identified with the following factors:

1) Days Inn needs 108 parking spaces. 9 would be eliminated, dropping them below the required minimum
2) The 45-unit development requires a 42' or a 56' width ROW for access but they only have about 32' there.

APPLICANT'S PRESENTATION

The Applicant Team included Monica Montoya, Mike Gomez, Chris Graeser, Tom Gifford, and Ed Romero. They were all sworn in at once.

Ms. Montoya presented, representing the Santa Fe Civic Housing Authority, on the proposed amendment of #5 regarding the emergency restriction imposed on the property. She noted this came from an expired development plan of 1998. The redesign of Calle la Resolana is supported by Staff and the Housing Authority wants the amendment it to welcome people to the neighborhood and the redesign would make that condition unnecessary. She shared a power point presentation on it.

The project is to develop 45 apartment units on 2.556 acres. She reviewed the plan which is primarily for families with children with tax credit provisions for multi-family housing. She showed the location in context. Cerrillos Road and Calle la Resolana is a North-South street near Siler Road. It is a location that provides many amenities and resources for the residents including schools and public transportation. Next, she showed the access plan. emergency right only access at Cerrillos Road and a fire opticon gate. Full access is provided at Calle La Resolana. She explained why that was so important to them. She pointed out how it is more appropriate for a residential community.

We strongly believe the qualities cannot be achieved through a parking lot at a hotel. With elderly and families with children in a residential neighborhood she didn't think of an entrance of a driveway through a hotel parking lot. It is not a roadway with sidewalks. It has minimal visibility and would be dangerous for children.

She showed the 1998 plan at a 90-degree angle. It was a flawed design and the new proposed entrance is very different. Visibility will be clear with the same sidewalk connection. Circumstances have changed there since 1998.

The Traffic Mitigation Plan was presented by Mike Gomez (Santa Fe Engineering) with a shared screen. He had a graphic that presented the Traffic Impact Analysis (TIA) for this project.

Mr. Gomez outlined the steps in a traffic analysis. At the ENN meeting there were many comments on speeds and cut-through traffic on Calle Oriente and how difficult it was to park on the street.

He showed the traffic counts on Oriente and Resolana which had very low traffic volume and pre-Covid traffic. All intersections but one were at level A. The high speed was 38 mph and low was 20 and average was 28.3 with 25 mph posted speed limit. So he concluded there was not a lot of speeding traffic.

Next, he looked at crashes and got crash data for that intersection. In the past five years there was one accident.

Then looked at how much traffic this project would generate, using formulae of the Institute of Traffic Engineers. For this count there were 22 cars in the morning and 29 in the pm. The volumes are very low. He used ITE data which appears to be very conservative.

Next with the TIA was access at all points and showed views of the accesses, including existing ground conditions. The photo shown was taken during Covid shutdown. He showed many views.

Mr. Gomez concluded from the analysis that there was no possible roadway through the shopping center area. He reviewed the detailed survey of the street (Resolana) where the access was located. He added that the owners are purchasing extra property on the left side and will rebuild the wall at the access point in order to meet AASHTO standards. He summarized that the plan exceeds the national standards.

Ms. Montoya asked the Governing Body to consider the code requirements for proposed access, the existing ordinance applied to conditions there 20 years ago and circumstances have changed since then. Please consider this amendment.

Mayor Webber gave each of the sworn public commenters 3 minutes to speak.

PUBLIC HEARING

Fritz Catron, 2814 Calle de Oriente, was sworn. He said he and his wife were concerned about the Resolana access. He questioned the usefulness of the TIA for daytime. He thought it will add lots of cars and there is speeding in the area. Quite a few cars were going through there at Clark Road all day long. We are worried that the addition of access would add to pass-through traffic and Siler Road is congested onto Resolana and a popular access from the east side of town. This is a small neighborhood.

Rick Martinez, 725 Mesilla Road, was sworn in. He asked why we are having this conversation when it is already a done deal. The day the Governing Body approved $200,000 for this project, it was done with the Finance Committee, the Quality of Life Committee, and the City Attorney told the neighborhood that this is a quasi-judicial project that we could not have any contact with the Councilors or the Mayor. But they could lobby for the $200,000. It is not yet fully approved for the $200,000. He asked it to be postponed for running so far ahead by approving the $200,000. Ms. McSherry told us not to contact any of you and yet these guys had the opportunity to contact you and lobby you. He said everybody on the Council should recuse themselves.

Robert Larragoite, 1524 Escondido Court, was sworn. He said this hearing is really to justify an access that was previously only safe enough to be considered as an emergency access for storage units that somehow is now transformed and safe enough to be considered a primary ingress and egress for this which is far in excess of the original residential development and a subsequent storage unit project. The thinking seems rather dreamland to me for a 45-unit project. How is this access suddenly okay for this development? The access was not adequate for the original RM zoned 34-unit development. And then along comes the storage unit project that was approved, but only with this access written into the ordinance as emergency access only. And, by the way, the same approval is what rezoned the property to its current C-2 zoning. How is it that this access is, all of a sudden adequate for a 45-unit residential development? According to City Staff and the developer, it is the new C-2 zoning where it is not required to have the same access provisions that are required for a smaller residential project built in RM zoning. So by virtue of having the C-2 zoning, this project will be less safe than

RM zoning would have mandated. The new zoning has not changed the size or the configuration of the property. And since that zoning change, the property has actually lost an ingress and egress access point. Thus it is an even greater safety issue. This is all about safety and whether the developer cares about that or not. The reality is that if the developer were truly concerned about safety, why are they not also asking the Council to amend the C-2 zoning in that same approval and allow the land to go back to RM zoning, which, in fact, would allow them to build more units? The reason is because they would lose this dangerous access. It would force them to use a safer access for ingress and egress. The Staff Report presented to the Planning Commission indicated that it should be noted that the Applicant has not proposed an alternative means of ingress and egress to the site other than what is identified in the Staff Report. It is most telling on whether there are any real concerns about safety because the C-2 zoning allows for no need or motivation of the developers to look for a safer access to the project. And this is why I am truly disappointed in the Planning Commission's decision and, of course, I would be disappointed in the Council's decision should you decide to just rubber stamp the Commission's recommendation. He requested the members of the City Council to deny the amendment of the ordinance based on safety and request that the developer seek an alternative ingress/egress to the project or at least to require that the Calle la Resolana access be only one-way."

A copy of the written statement of Mr. Larragoite is incorporated herewith to these minutes as Exhibit Six.

Stefanie Beninato, P.O. Box 1601, was sworn. She said she had her hand up for public comment and unhappy that she was not recognized at that time. For this case, she said the City has often made changes in zoning to allow development and often a development is done at a cost to the surrounding neighborhood. However, we also need affordable housing. It seems the developer has expanded the access to multi-lane access into the building. She did not think the new access through the Days Inn parking lot from Cerrillos was a good idea at all.

She made her public comment at this time. She wondered why Lisa Roach in Historic Preservation felt the need to deny that you, Mr. Webber ordered the removal of DeVargas statue and tried to remove the obelisk during the middle of the night. This was just an argumentative response to Fabiola Hartford who brought up this event at the H Board's last meeting. She didn't understand Ms. Roach's purpose was in being this argumentative and denying reality. What was the benefit for her? She also pointed that the $70,000 given to Life Link means that, from what she could get from the public record request, is that 40-50% of that money - and not just for one year - for $70,000 to train some homeless

people to become in a working ?? - it would be for two years and about 40-50% of it goes to administrative costs, if the hours are any indicator. And the number of people is so much that the majority will be getting about 5 hours of work which is not really training and certainly not a job experience. So it seems we are actually supporting Life Link here by allowing 40-50% administrative overhead. And now the New Mexico Coalition for the Homeless is now running homeless pandemic center because the City started it. According to the Mayor, we are not in the business. How much is going for overhead? How much are the administrative costs? And how much really for service?

A copy of the written statement of Ms. Beninato is incorporated herewith to these minutes as Exhibit Seven.

Michael Barrio, Executive Director of Santa Fe Action Coalition, 501 Halona Street, was sworn. He said, "In my former capacity as executive director for the Coalition, he would give the position of the Coalition on the project. For the past few years, the Santa Fe Civic Housing Authority has been the primary provider of Affordable Housing assistance to Santa Fe. And, to my knowledge, the Calle la Resolana project meets all of the applicable traffic and fire requirements and, along with a reputation among New Mexico Finance Authority and local and national banks and equity investors, is indicative of how the project will be completed on time and within budget. There is no question that Santa Fe has a shortage of affordable housing. According to CDRE, which conducts regular once a month analyses, general occupancy rates in apartment complexes is the highest since their tracking began at 98%. ... when occupancy is this tight rental rate increases are inevitable. ... The consensus among planners and housing staff is that we simply don't have enough housing for the community. As a coalition, we consistent support initiatives that feature affordability in housing. We strongly encourage Affordable Housing development, collaborative and inclusive engagement in order to adequately address this issue. We should work together to find solutions that work.

Rod and Cecilia Hasson, 1499 Clark Road, were sworn. Mr. Hasson said they moved here in 1986 and have seen lots of changes - more houses, more traffic, more crashes. He said condition 5 of the ordinance in 1998 was included to ensure the safety of pedestrians and vehicles. There was a double S blind curve just along the property line on Resolana. The Planning Commission made a hasty and short-sighted decision to change the ordinance and over that area. This property is simply too dense and unsafe for our neighborhood. And there is too much activity for our neighborhood. The entrance and exit are two lanes side by side. We have 25 townhouses with several access points. Having that many

people there is really too much and not a safe situation. The exit to Cerrillos Road by Days Inn is a poor choice.

Ms. Hasson talked about their grandchildren and great grandchildren and their safety. She said it will get worse with this project.

Mr. Hasson noted that, over the last ten years, there have been three vehicle crashes on Resolana, and they each broke down the walls there. We would like to invite Mayor Webber and the City Councilors to come look at it. Those drawings are not up to snuff.

A copy of the written statement of Rod and Cecilia Hasson is incorporated herewith to these minutes as Exhibit Eight.

Tatiana Perez, 1501 Call del Sur, was sworn. She said her testimony was on behalf of the Midtown Neighbors Association. "I would object to this hearing as we did at the Planning Commission. I hope you had time to review my protest. This recommendation from the Planning Commission is in violation of the requirements. This is a C-2 zone. She read from the permitted uses list and said it is not allowed for residential use in this zone. Secondly, you have the authority to ensure the welfare, health, and safety of the public. This project has too many people in this small area. The ENN was held during Covid 19 so it is against our rights. About 106 residents may live there and it took no Covid 19 into consideration. The traffic analysis is lacking. And there was nothing addressed on traffic at the ENN and the developers could not answer the questions.

A copy of the written statement of Ms. Perez, including petitions and two association letters, is incorporated herewith to these minutes as Exhibit Nine.

Barbara Higgins was called and was in the waiting room but did not present oral testimony.

A copy of the written statement of Ms. Higgins is incorporated herewith to these minutes as Exhibit Ten.

Mark Miera, 711 Calle la Resolana, was sworn. He said they are all for Affordable Housing, but this is not the right place for it. As was stated, his wall was knocked down and his neighbor's wall also. "In the traffic analysis, if you look at the view from the right, it is an unsafe street. A lot of our neighbors on Oriente and Resolana have been here 50 years. What about the people who live here? What about our quality of life? It is not there for us. Cars have to wait now to get onto Cerrillos Road. I talked with an engineer who said it is very dangerous on

Resolana. There is traffic there and they wanted to spend $50,000 for traffic calming on Resolana. It is not the right place with the dangerous intersection. Someone will get hurt because it is a blind intersection.

Francesca Carter, 2863 Calle Oriente, was sworn. She did not think a one-day TIA was sufficient. She protested the ordinance. It is hair-raising when you walk that area. The traffic added will create safety issues at Cerrillos and Siler and the proposed measures don't address the problems. A single in/out access will be a disaster during an emergency. She felt the residents were not being heard or represented.

Ms. Vigil reported that was last public commenter unless Griego or Higgins were in the room. They were not present.

A copy of the written statement of Mr. Roderick Hasson is incorporated herewith to these minutes as Exhibit Eleven.

A copy of the written statement of Richard and Marcella Griego is incorporated herewith to these minutes as Exhibit Twelve.

A copy of the written statement of Dana Catron is incorporated herewith to these minutes as Exhibit Thirteen.

Deliberations and Questions of Governing Body:

Councilor Garcia observed that we all know there are housing challenges in Santa Fe, and he commended this opportunity for new housing but had lots of questions from the presentation. He grew up three blocks from there and saw buildings going up and others torn down. He thought only one accident was very uncommon because it was a very prone intersection. He asked on what day the one-day TIA was done.

Mr. Gomez said it was on Thursday, August 29, 2019. It was only one day because they go by the DOT standard for traffic counts which the City has incorporated, and they require a typical count on a single workday.

Mr. Gomez repeated the numbers for Councilor Garcia which amounted to about 200 cars going north and south on Resolana.

Councilor Garcia questioned 200 cars as a low volume.

Mr. Gomez observed that since the DOT rebuilt Cerrillos Road and eliminated some of the left turns, the traffic volume has gone down.

Councilor Garcia agreed because there is no left turn on Resolana at Cerrillos Road. But he questioned calling that low volume.

Mr. Gomez added that the level of service (congestion level) report card goes from A to F and these intersections are at a level of service ranked at A.
Councilor Garcia noted that for this project with 45 households the traffic analysis projects to 21 vehicles in the morning and 29 vehicles in the afternoon. He didn't understand how those numbers were achieved. They don't match up.

Mr. Gomez explained that data is only for the peak hour periods. All kinds of things can happen. Every time it is disputed, the ITE is higher than we counted. The AM peak is 7:30 to 8:30 and 4:30 to 5:30 in the PM.

Councilor Garcia asked if the emergency vehicles would come from Station 4 and have to make a U-turn on Cerrillos Road in order to enter with a right turn.

Fire Marshal Geronimo Griego responded that they would be from Station 7. The emergency vehicle would come across with the cut-through at GCCC and also from a station on Cerrillos Road.

Marshal Griego clarified the cut-through at the arroyo comes out on Camino Consuelo and the Fire Department uses it quite often.

Councilor Garcia understood and asked if we have other 25' wide streets in Santa Fe.

Director Romero replied a typical street without parking is 20' and a typical lane is 10-11' wide. Mayor streets all have 11' wide lanes.

Councilor Garcia figured that would provide a 20' wide street and a 5' wide sidewalk.

Director Romero explained that the ROW for public roads is at minimum 42' and has sidewalks and buffers on both sides.

Councilor Garcia asked if he was saying in a development it must be 42' wide.

Director Romero said he was not saying that for interior circulation.

Councilor Garcia asked why 25' was not sufficient. If it is not sufficient at 25', would it be sufficient or one-way traffic?

Director Romero agreed. It would require at least 18-20' for paving for two-way traffic.

Councilor Garcia asked if it would be ADA compliant at 25'.

Mr. Berke said those typical driving lanes are 9' with gutter and planter strip. Hypothetically, this access would still need curb and gutter. And that would meet compliance with ADA.

Councilor Garcia asked if the City has talked with applicant about one-way access.

Mr. Esquibel said one of the main reviews before the Planning Commission included a scenario for direct access to a public road and another going through private property to get there. For their property, they would have to request a variance on infrastructure requirements, but they never asked for a variance and would not be able to do that now, pursuant to our ordinance.

Councilor Garcia surmised that if this were rejected, they would have to develop a variance.

Mr. Esquibel agreed but added that their funding source would probably dry up.

Councilor Garcia asked about on-street parking.

Mr. Gomez said there is no on-street parking allowed on Resolana. All parking is on the subject property. The traffic calming program could help slow down traffic on Resolana.

Councilor Garcia remembered there was a lot of cut-through traffic there. He asked if they would be willing to restrict access with right in and right out only.

Ms. Montoya explained that using the north access presents another problem. It brings Days Inn out of compliance for anything other than emergency access. We would need to request a variance to do that. Also we don't own that property. it belongs to Days Inn. It is part of the square footage that would be ideal for direct access. So using the north is more complicated.

Councilor Garcia asked how utilizing the access from Cerrillos Road is not affecting Days Inn parking. It seems a catch 22. Days Inn needs that space. So how does that affect this?

Mr. Esquibel said one of the issues that happened here in order for them to use Cerrillos Road, is that they would have to reapply to the Planning Commission for that to occur. There are options to address the parking needs of the hotel and that would be up to the Land Use Department. If we required that as their primary access, since it is a bilateral development, it would need a variance and would stop the project.

Councilor Garcia suggested that if access is off Cerrillos Road for emergency only, Days Inn might use that property for their vehicles. He asked if that could affect emergency vehicle access.

Mr. Esquibel said the Fire Dept would have to answer that with a driving aisle.

Director Isaacson thought the parking at Days Inn could be realigned.

Director Romero said the question is whether the access to Cerrillos Road is appropriate for day-to-day use or just emergency access. There is room there for emergency access, but he did not recommend day-to-day use of it. There is a big difference of normal access from emergency access.

Marshal Griego explained the emergency access leads to an opticon they could use on the north. The minimum required is 20' wide by Code. We could control that but perhaps the best way is to stripe that lane all the way.

Ms. Montoya wanted to reiterate the idea of the main reason Resolana's best choice is pedestrian safety. It would be a danger factor. If traffic on Resolana is an issue, there is also a program of traffic calming on Resolana. That might be an option for a traffic circle or humps along that ROW. The City will contribute funding to that.

Councilor Garcia did not think a traffic circle would help that much. It could likely contribute to more accidents. He wished the applicant had worked with Days Inn more on resolving the issue. Historically, it is a very challenging intersection.

Councilor Cassutt-Sanchez wanted to hear more about traffic calming there.

Director Romero said that program is funded by police citation fees and there is money in that fund now. They must garner one-third of the street residents'

Councilor Vigil Coppler thought that was presented as an option. She asked if it would be an easement of the ROW.

Ms. Montoya clarified that it is a utility and access agreement from years back but only as emergency access.

Councilor Vigil Coppler asked. if it is indeed an emergency access, wouldn't they need to have the curbs painted red?

Ms. Montoya suggested that was a good question for Staff. She understood an emergency exit to the north is an added benefit. This project meets the code, even without the north access.

Mayor Webber asked if those parking spaces located within the way of the emergency access would need to be moved.

Councilor Vigil Coppler thought the 20' width would not be met.

Mr. Gifford responded that from the edge of the hotel, it is about 32' which would leave 12' for parking. As a consequence, nine spaces would be turned into five spaces for the fire department and would be an added benefit. He said it was because they heard the neighbor's concerns that they decided to add the north access for emergency use only.

Councilor Vigil Coppler asked if there are two emergency access points, one of which has a locked gate.

Mr. Gifford agreed. And, by code, we don't need the north emergency access from Cerrillos Road.

Councilor Vigil Coppler asked them if it is just sweetening the deal.

Mr. Gifford said no. The neighbors felt we were trapping them. If a car were stalled at the main access, the fire department would have a choice to get in.

Councilor Vigil Coppler asked if curbs must be painted red.

Marshal Griego said he had seen many times where curbs are painted red. There could be a red painted area, but it is complicated, and he did not know how it would work there. It might be the asphalt painted red.

signatures to conduct a study. Then we use an equation to determine if traffic calming is needed, if it qualifies, and the residents are in favor. Then, we can move forward with a project. Installing speed humps is the standard method or narrowing the road with bulb-outs.

Councilor Cassutt-Sanchez said she was hearing the developer was willing to contribute up to $50,000 to address that issue.

Director Romero explained the process and other options for the City to implement traffic calming with a maximum budget at $50,000.

Councilor Cassutt-Sanchez wanted to hear more about the visibility studies and the purchase of property next to the subject property.

Mayor Webber suggested it is a line of sight issue

Ms. Montoya said the 1998 design was at 90 degrees and the ability to look down the road was not great enough to see cars coming. With the angle changed as they proposed, it would allow the driver to see the vehicle coming.

Mr. Gomez added that this plan would fix the problem and is based on the AASHTO Design Manual which we follow closely.

Director Romero explained how they meet AASHTO standard for visibility. The realignment is sufficient as proposed.

Councilor Cassutt-Sanchez thanked them. That was helpful. There seems to be a discrepancy on accident data She asked why there was that discrepancy.

Mr. Gomez said he used the database maintained by DOT which goes up to 2017. That database depends on the adequacy of police reporting.

Director Romero did not believe the crashes were left out of the database. There is also a discrepancy between perceived speed and measured speed. The data on crashes is the best source to use.

Councilor Vigil Coppler asked about the fire emergency access. If the access is where the developer proposes, in the photos, we saw the lines for parking spaces and asked if that is where they are parking.

Ms. Montoya agreed that some parking spaces are marked in the area of proposed access. Days Inn did not agree to more than just emergency access.

Councilor Vigil Coppler asked how the Days Inn is permitted to put parking on the utility easement.

Mr. Esquibel said it appears the Days Inn has been utilizing that space for parking over many years. The property was always vacant, so they probably just used it. It is a legal argument and he believed that was why Days Inn agreed to the emergency access.

Councilor Vigil Coppler suggested eminent domain could be considered but they would have to get permission for parking on an area that is not theirs to use. She thought it was an option. She knew that Resolana is and always has been a cut-through street. Station 7 emergency vehicles would have to make a U-turn to get there. She questioned why they even need the third access.

Mr. Ed Romero explained that in discussions with the hotel, part of the issue was they also wanted an emergency access. the question was about relocating those parking spaces and they have enough spaces without that area. So the hotel also wanted an emergency exit. We are not talking about a lot of traffic there. We added it to address concerns about trapping residents. We have only owned it for a year and a half. The previous owner did not enforce that access.

Councilor Vigil Coppler thought the neighbors should understand they could get traffic calming with a subsidy. She asked who would pay for the emergency gate.

Mr. Ed Romero said the developer pays for it.

Mayor Webber asked Mr. Gomez how they determined peak counts.

Mr. Gomez said he used similar models nearby and used that type of numbers to determine who would go left or right. The traffic obviously won't be the same every day.

Councilor Vigil Coppler thought a narrower street brought slower traffic. So she did not think it would be bad to have a narrower street for in and out. She recalled Ms. Montoya had touted on another project the benefit of a narrower street. She also understood the points of the neighbors that it was impossible to enter and exit without impacting the neighborhood. She thought it was a good compromise.

Councilor Villarreal noted the emails received and respectful emails. She pointed out that low income does not produce more crime. She asked Director Ladd to elaborate further on funding and deadlines.

Director Ladd said $200,000 was received by the Housing Fund. The RFP goes through February. This project had to verify a high level of quality and some will be investment from investors.

Councilor Villarreal pointed out that if this is not approved, they would likely not get the funds.

Director Ladd agreed.

Councilor Villarreal noted that Mr. Larragoite told us about previous zoning.

Mr. Esquibel explained the history. Lots of them are multi-family apartments because a C-2 district is more appropriate than R-1, etc. So they went to rezone it back to Commercial.

Councilor Villarreal recalled Ms. Perez said C-2 did not allow residential developments.

Mr. Esquibel agreed that single-family residential is not allowed but multi-family development is allowed.

Councilor Villarreal asked if the data collected already would allow for traffic calming there.

Director Romero said he was not finished with analyzing. The speed test didn't seem to qualify it for traffic calming. He thought the data would need further evaluation to see if they qualify. He could probably do it in a half hour.

Councilor Villarreal asked if the $50,000 could be used for traffic calming.

Ms. Montoya said she understood there was a commitment for a contribution but was not sure whether it was $50,000 or not.

Mr. Ed Romero confirmed it is $50,000.

Ms. Paez pointed out the Planning Commission minutes indicate they had a condition to poll the residents for a traffic survey for that commitment.

Councilor Villarreal thought the residents should have the opportunity to participate in that effort.

Councilor Rivera asked Marshal Griego it this plan does this comply with egress ingress code.

Marshal Griego explained that since this is a multi-family project, there is not a requirement for a second access by the International Fire Code.

Councilor Rivera asked then, why it was proposed.

Mr. Ed Romero said they knew the north easement was available and they did not want to trap the residents. They want a very safe environment for the residents.

Councilor Rivera asked how the opticon would work.

Marshal Griego said the system can be used only in case of emergency. He agreed it can only be used by fire fighters or EMTs to open the gate.

Councilor Rivera asked if the Fire Department has to have emergency access at the hotel.

Marshal Griego agreed.

Councilor Rivera asked if the access proposed would be able to cover both this project and the hotel.

Marshal Griego said it would. There was an access on the north side before.

Councilor Rivera reasoned that the hotel would have to move parking spots but would not lose spaces.

Marshal Griego was not sure.

Councilor Rivera explained the testimony showed that nine parking spaces would become five spaces with the realignment.

Councilor Rivera asked the Fire Marshal if he were familiar with the traffic calming code and how it would affect fire trucks.

Marshal Griego said he was.

Councilor Rivera asked Director Romero about the Resolana category on priorities for access.

Director Romero did not see it was a priority so it would meet traffic calming requirements.

Councilor Rivera asked him if there is any way to meet Councilor Garcia's proposal for right in and right out only.

Director Romero said that would require a median and signs to do so. But they could make a right out and make a U-turn at nearest location. He explained how that would be done.

Councilor Rivera asked Marshal Griego how hard it would be to get a ladder truck in there.

Marshal Griego thought it would be pretty tight but could not verify that turn could accommodate a ladder truck.

Councilor Rivera asked Mr. Esquibel about consequences of a denial.

Mr. Esquibel said the developers would essentially start over unless the Governing Body could bypass a variance process and what the Planning Commission voted on.

Councilor Rivera noted this project doesn't seem to be following the normal process.

Mr. Esquibel agreed. They did not ask for a variance but utilized their plan to allow access from Cerrillos Road.

Ms. Paez clarified that it follows the normal process, assuming the development plan can be approved. There was no need for a variance if the Governing Body approves this ordinance. If they wanted to use Cerrillos access as primary, it would not meet the code.

Mayor Webber reasoned that it did not follow the normal course for a variance because they did not ask for a variance.

Councilor Rivera agreed. The question was on the turning template.

Mr. Gomez said they did not have a turning template and that would be done by another engineer.

Councilor Romero-Wirth asked Ms. Paez, if the Planning Commission has Findings of Fact and Conclusions of Law using "shall" for traffic calming, whether that does override the rules.

Ms. Paez said it is a good question. She didn't think the Planning Commission determined which projects would comply with the rules.

Councilor Romero-Wirth pointed out that no numbers were included in the recommendation.

Councilor Abeyta asked if an amendment ordinance amending an ordinance have to have a sponsor.

Ms. Paez said there is a provision in the code for prior approval by the Governing Body without a sponsor because it comes from the Planning Commission. It is a process we have followed in the past.

Councilor Abeyta thought it sounds like restricting the access originally was because the plan then was for a commercial project.

Mr. Esquibel agreed. It was for a storage project. He could not find the previous minutes when it was proposed as a residential development but at the change, it said the applicant was unable to remove certain conditions. So even when they were moving forward, they still could not access from Calle la Resolana.

Councilor Abeyta asked if that was because it was first proposed as a residential project.

Mr. Esquibel said yes, and they moved the access south.

Councilor Garcia asked Director Romero what the applicant's proposal of $50,000 would purchase for traffic calming.

Director Romero said he did not have an accurate estimate, but it should be sufficient for speed humps all the way.

Councilor Garcia noted it is compelling because we are in dire need of Affordable Housing in this City and with an added benefit of a subsidy. He asked Director Ladd if the Governing Body denies this, whether they could come back.

Director Ladd explained that the competitive nature of this grant means if this deadline is missed, it would be unlikely for this project to be back int the pipeline

any time soon. The federal source for these programs is through the State Board of Finance.

Councilor Garcia pointed out that the cart was put in front of the horse by the applicant, hoping we would approve it.

Mayor Webber asked what the norm is here for getting funding and then project approval.

Mr. Ed Romero explained that they only found out about the ordinance in October. He felt they have done their due diligence. We had bumps with neighborhood but always felt we had the right to build it. The application was in January 2019 and there were 14 applicants and only three grants were awarded. We won this project under that scenario and then found out about this ordinance, so we had to go back and here we are. We understand the neighbor opposition. No one wants an infill project. But if not approved, we would not get the funding award and the benefit of tax credits. It took some digging to find this ordinance.

Councilor Garcia appreciated the historical context. For some reason, the ball was dropped on this. He asked if Mr. Romero could negotiate an extension.

Mr. Romero said they had the conversation as soon as they found the ordinance. This issue is that they cannot extend this money out forever. So we must have people living there before 2021.

Director Ladd said this offers a multi-tiered income project and a townhome kind of design. Most of them are typical apartment projects. We don't see these very often. The affordability is monitored every year and if not met, must be paid back. Mr. Romero is being truthful - it is highly competitive.

Councilor Vigil Coppler thought the Governing Body is only being asked to remove the condition #5.

Ms. Paez agreed. There has not been an appeal and the approval were contingent upon removal of condition #5.

Councilor Vigil Coppler thought someone along the line should have noticed this condition before.

Ms. Montoya understood that a condition like this attached to an ordinance is very rare. That might be part of why it was not so forthcoming.

Mr. Berke added that the condition added was for a commercial project. It needs to be removed for residential projects. It was associated with a commercial project that never came to be.

Councilor Vigil Coppler asked if they would be required to use that Cerrillos Road entrance.

Ms. Paez understood that the hotel area is all on the property owned by the hotel so they would need a variance giving permission to use it.

Councilor Romero-Wirth in order to have a variance, you would have to have approval by Days Inn on that use of the property. She could not imagine they want to give up their parking spaces.

Councilor Vigil Coppler asked if the poles showed the easement. She understood it was an easement so it could not be on hotel property.

Ms. Montoya said Days Inn owns that property. The plat shows the existing utilities easement.

Councilor Vigil Coppler concluded that this property is landlocked.

Mr. Gifford disagreed. It is not land locked. They do have two access points from a public right-of-way.

Mr. Esquibel agreed and said they don't need a variance because they can use the access off of Calle La Resolana.

Mr. Isaacson briefly explained again why the restriction is no longer needed.

Mr. Ed Romero provided more detail on their relationship with the neighborhood.

Mr. Esquibel met with neighbors and went over the process and when it was over, and afterward, they turned down negotiations with the applicant. The applicant provided a set of plans and reviewed how it was everything that was asked for and presented those plans to the neighborhood prior to submittal but even at the end, the neighbors did not want to meet with them.

Ms. Montoya agreed. We did not cover much of the details behind the application and her opinion was that neighbors have experienced a lot of impact from recent developments in the area. and were overwhelmed. The traffic is out of the Civic

Housing Authority's control. They were specifically concerned with our tenants and how we would deal with unlawful tenants. We responded by using our lease which is a very strict lease to enforce unlawful occupancy.

There were no other questions of the applicant. Mayor Webber closed the public hearing.

ACTION OF THE GOVERNING BODY

MOTION: Councilor Lindell moved, seconded by Councilor Romero-Wirth, to approve the amendment to Ordinance No. 1998-23, to remove condition number 5 in Case #2020-1994 and to adopt the Findings of Fact and Conditions of Law as set forth in Exhibit C.

Discussion on the Motion:

Councilor Garcia thought with the evidence presented, there is great concern on the proposed access that the road is a dangerous situation. It has been dangerous in the past. We do need housing in Santa Fe, but do we need housing that could result in injury or possibly even death? He asked Councilors to remember the map that was shown. The road is an S-curve and not a straight stretch of road. And it will have people coming in and going out on a curve. Historically, that access to the property was never there. There was alternative access to the property as explained - 25' so enough room for access from Cerrillos Road for a right in-right out access. We have been put in an unfortunate circumstance because by potentially voting no, we would lose 45 additional housing units. This is not the only option to access this property. He understood that it came up at the 11th hour, but we have to pay attention to the information presented to us concerning this stretch of road which has had accidents in the past and would have more with this project and added traffic. It still could be used as storage space. "I don't want to have that on my conscience to put people's lives in jeopardy."

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

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

Against: Councilor Garcia, Councilor Rivera, and Councilor Vigil-Coppler.

Mayor Webber gave a closing statement at the end of the vote. He would look forward to further discussions with the neighborhood so they would feel more respected.

I. ADJOURN

Having completed the agenda and with no further business to come before the Governing Body, the meeting was adjourned at 11:21 p.m.

Approved by:

_____
Mayor Alan Webber

ATTESTED TO:

_____
Yolanda Y. Vigil, City Clerk

Respectfully submitted by:

_____
Carl G. Boaz, Council Stenographer

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Mayor Alan Webber

ATTESTED TO:

_____
Yolanda Y. Vigil, City Clerk

Respectfully submitted by:

Carl G. Boaz, Council Stenographer

CITY OF SANTA FE
LIQUOR LICENSE HEARING OFFICER

Recommended
Findings of Fact and Conclusions of Law

Application No.: 1161079 (NMRLD/AGD)
Name of Applicant: Vinos Bravos Distributing, LLC
Doing Business As: Vinos Bravos Distributing, LLC
Proposed Location: 2882 Trades West Road, Unit B, Santa Fe, NM 87501

THIS MATTER came before the Liquor License Hearing Officer for public hearing on July 8, 2020 at 10:00 AM via videoconference, on the application of Vinos Bravos Distributing, LLC (Applicant). The Hearing Officer recommends that the Governing Body adopt the following findings of fact and conclusions of law.

The Applicant requests local option district approval of the following:

1. Waiver of the 300 foot location restriction pursuant to NMSA 1978, Section 60-6B-10
2. Request for a wine wholesaler liquor license

After reviewing the record, conducting a public hearing and having provided an opportunity to be heard from city staff, the Applicant and any interested persons, the Hearing Officer hereby FINDS:

FINDINGS OF FACT

1. Staff submitted a packet containing the following:
    a. July 8, 2020 memo from City Clerk Yolanda Y. Vigil
    b. May 21, 2020 letter from New Mexico Regulation and Licensing Department, Alcohol and Gaming Division (NMRLD/AGD Director Andrew Vallejos to the City of Santa Fe
    c. NMRLD/AGD Application No. 1161079
    d. February 27, 2020 letter from Rios de Agua Viva Church, Pastor Daniel Trejo approving the request.
    e. February 24, 2020 zoning verification from Land Use Planner Senior John Neunuebel.
    f. Site plan
    g. Notices of Public Hearing (*Santa Fe New Mexican*, City of Santa Fe website, letter to Applicant from City Clerk)
    h. December 3, 2019 memo from Ordinance Enforcement Specialist Jason Sena finding no anticipated substantial change in litter or noise as a result of the request
    i. Vicinity map

j. Santa Fe Land Development Code Table of Permitted Uses and zoning district map
k. City of Santa Fe Liquor License Request Supplemental Information

2. City Clerk Yolanda Vigil presented the application.
3. Applicant was offered the opportunity to present testimony or evidence.
4. No members of the public appeared to testify.
5. Notice of the Application, including the date, time and place of the hearing, the name and address of the licensee, the action proposed to be taken by the department, the location of the licensee's premises and such other information as may be required by the department was published in the Santa Fe New Mexican, which is a newspaper of general circulation within the territorial limits of the governing body, on June 9 and 16, 2020, and on the City's website.
6. The Application is for an existing business seeking to relocate to the proposed premises.
7. Traffic is not expected to increase.
8. The proposed location will not cause a substantial change in litter or noise.
9. The proposed location is not within an area where sale of alcoholic beverages is prohibited by the laws of New Mexico, after grant of the requested waiver.
10. Issuance or transfer will not be in violation of a zoning or other ordinance of the governing body.
11. Issuance or transfer will not be detrimental to the public health, safety or morals of the residents of the local option district.
12. The hearing was recorded and a copy of the recording is made a part of the record.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Hearing Officer CONCLUDES:

1. Notice of the Application was properly given by publication, mail and posting on the website pursuant to Section 60-6B-4(D).
2. The governing body may disapprove a transfer or issuance only if individuals opposing the transfer or issuance provide positive evidence showing that the transfer or issuance would be detrimental to the health, safety or morals of the community. This evidence must be based on authentic, relevant facts related to s specific prospective licensee and specific location. *The Southland Corporation v. Manzagol*, 1994-NMSC-099, 118 N.M. 423
3. The Applicant does not have the burden to prove that the transfer would not be detrimental to the health, safety or morals of the residents of the local option district. *Dick v. City of Portales*, 1994-NMSC-092, 118 N.M. 541.
4. The Application meets the requirements of §60-6B-4(F)(2).

CONDITIONS OF APPROVAL

1. Applicant shall apply for and receive a City of Santa Fe business license.
2. As a condition of doing business in the city, Applicant is required to comply with all applicable City of Santa Fe ordinances.

WHEREFORE, the Liquor License Hearing Officer recommends to the Governing Body that the Application be APPROVED.

Christopher L. Graeser

07/13/2020

Date: _____

Christopher L. Graeser

City of Santa Fe, New Mexico

memo

DATE: July 8, 2020

TO: Chris Graeser, Liquor Hearing Officer

FROM: Yolanda Y. Vigil, City Clerk

ITEM & ISSUE

Request from Vinos Bravos Distributing, LLC for a waiver of the 300 foot location restriction and a request for a Wine Wholesaler Liquor License.

BACKGROUND AND SUMMARY

The applicant has requested the following:

a) Pursuant to §60-6B-10 NMSA 1978, consideration of a waiver of the 300 foot location restriction to allow the sale of alcohol at Vinos Bravos Distributing, LLC, 2882 Trades West Road, Unit B, Santa Fe, which is within 300 feet of the Rios de Agua Viva Church, 2884 Trades West Road, Santa Fe.

b) If the waiver of the 300 foot location restriction is granted, consideration of a request for a Wine Wholesaler Liquor License to be located at Vinos Bravos Distributing, LLC, 2882 Trades West Road, Unit B, Santa Fe.

Attached is a letter of no opposition from Pastor Daniel Trejo, Rios de Agua Viva Church.

Attached are staff reports regarding litter, noise and traffic. Staff does not anticipate a substantial change in litter and noise or any unacceptable traffic impacts due to the approval of this request.

As a condition of approval, the applicant must apply for and receive a business license.

Additionally, as a condition of doing business in the city, staff is recommending that it be noted that the applicant is required to comply with all of the city's ordinances.

ACTION REQUESTED

Consideration of the above request.

Attachments:
- Alcoholic Beverage Control Application
- Notice of Public Hearing and Publications
- Website Notice of Public Hearing
- Applicant's Proof of Publication
- Certified Letter to Applicant
- Letter/ Rios de Agua Viva Church
- Staff Reports

New Mexico Regulation and Licensing Department
ALCOHOLIC BEVERAGE CONTROL
PO Box 25101 • Santa Fe, New Mexico 87504-5101
Phone (505) 476-4875 • Fax (505) 476-4595 • www.rld.state.nm.us/abc

Michelle Lujan Grisham
Governor

Marguerite Salazar
Superintendent

Andrew Vallejos
Director

May 21, 2020

City of Santa Fe
Attn: Yolanda Vigil, Clerk
PO Box 909
Santa Fe, NM 87504-0909

9171 9690 0935 0155 2459 64

RE: Lic. No. /Appl. No.: **Application No. 1161079**
Name of Applicant: Vinos Bravos Distributing, LLC
Doing Business As: Vinos Bravos Distributing, LLC
Proposed Location: 2882 Trades West Road, Unit B
Santa Fe, New Mexico 87507

Dear Local Governing Body,

The New Mexico Regulation and Licensing Department, Alcoholic Beverage Control Division (ABC) understands the difficulties that the current COVID-19 pandemic has created for governing bodies to hold public hearings. However, the New Mexico Liquor Control Act requires that after preliminary approval is granted, the application shall go to the Local Option District's (LOD) local governing body for approval.

With that in mind, when a local governing body receives a liquor license application from ABC, that governing body has a few options:

1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing;
2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and regulatory procedures, after the extension is granted and the hearing is held notify ABC of your decision within thirty (30) days of the hearing;
3) Return the application to ABC with neither an approval nor disapproval of the application. ABC will then proceed with the processing of the application pursuant to 60-6B-4(G).

ABC has no preference in the option you choose, please notify us of your decision, via email to the ABC Hearing Officer who sent the application to you, and we will continue with the application process in accordance with your decision.

Sincerely,

Andrew Vallejos
ABC Director

Alcoholic Beverage Control
(505) 476-4875

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New Mexico Regulation at .icensing Department | Alcohol and Gamin. vision |Page 1 Revised 10/16
PO Box 25101 Santa Fe, NM 87504-5101 | Phone: (505) 476-4875 Fax: (505) 476-4595

FEB 27 2020

ALCOHOLIC BEVERAG CONTROL

AGD USE ONLY: Payment| Application Fee $ 200 Received on: 2-27-2020 Receipt No. 274402

License Fee $ _____ Received on: _____ Receipt No. _____

Application # 111e1079 Local Option District: _____

WHOLESALER LIQUOR LICENSE APPLICATION

$200.00 Application Fee, non-refundable. ***Check appropriate boxes:***

TYPE OF WHOLESALER: [Licensing Fee due at Final] ☐Beer [$1,000] ☑Wine [$750] ☐Beer & Wine [$1,500]
☐Spirits [$1,500] ☐Spirits & Wine [$1,750] ☐Spirits & Beer & Wine [$2,500]
☐Limited Beer* Based on Production, Master License No. _____ and _____
☐Limited Wine** Based on Production, Master License No. _____ and _____
To Qualify for Limited Wholesaler, Applicant must hold a*Small Brewer / **Winegrower AND a Restaurant or Dispenser type License

APPLICANT IS: ☐Individual ☑Limited Liability Company ☐Corporation ☐Partnership (General / Limited)

NAME OF APPLICANT: (Company or Individual) **Vinos Bravos Distributing, LLC**

TELEPHONE NUMBER **505 699-3895**

Email Address (required): **vinosbravos@gmail.com**

MAILING ADDRESS: (include city, state, zip) **1937 Camino Dos Antonios** Santa Fe, N.M 87507

D/B/A Name to be used: **Vinos Bravos Distributing, LLC** **Business Phone #:** **505 699-3895**

Physical location where license is to be used: (Include street number / highway number / state road, city, state, zip code and county)
2882 Trades West Road, Santa Fe, NM 87507
Unit B

Are alcoholic beverages currently being dispensed at the proposed location? ☒Yes ☑No If Yes, License # / Type: ~~74867~~ Corr

Agent/Contact Person: **Ronald Mier** **Phone#:** **505 699-3895** **Email:** **vinosbravos@gmail.com**

I, (print name) **Ronald Mier**, as (title) **Owner/Manager**
being first duly sworn upon oath deposes and says: that he/she is the applicant or is authorized by the applicant to make this application; that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that if any statements or representations herein are found to be false, the Director may refuse to issue or renew the license or may cause the license to be revoked at any time.
You must sign and date before a Notary Public

Signature of Applicant: _____ Date: FEB 20, 2020

NOTARY PUBLIC USE ONLY: (State of New Mexico, County of Santa Fe)
SUBSCRIBED AND SWORN TO before me this 20th day of February, 20 20
By: Ronald A. Mier Notary Public: Carrie Taylor SEAL
My Commission Expires: 03/23/2023

FOR LOCAL OPTION DISTRICT USE ONLY: Local Governing Body of: _____ City, County, Town, Village

Public Hearing held on _____, 20____. Check one: ☐Approved ☐Disapproved

Signature and Title of City/County Official: _____

FOR ALCOHOL AND GAMING DIVISION USE ONLY: ☐Approved ☐Disapproved

Signed by Director: _____ Date: _____

New Mexico Regulation and Licensing Department | Alcohol and Gaming Division | Page 1 of 8
PO Box 25101 Santa Fe, NM 87504-5101 | Phone: (505) 476-4875 Fax: (505) 476-4595

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FEB 27 2020
ALCOHOLIC BEVERAGE CONTROL

PREMISES LOCATION, OWNERSHIP, AND DESCRIPTION

NMSA §60-6B-10

1. The land and building which is proposed to be the licensed premises is: (check one)

☐ Owned by Applicant, copy of deed/document attached ☑ Leased by Applicant, copy of lease/document attached

☐ Other (provide details): _____

2. If the land and building are not owned by Applicant, indicate the following:

A. Owner(s): **Tim Hall**

B. Date and Term of Lease: **October 5, 2019 for One year**

3. Premises location is Zoned (*example C-1, see Zoning Statement*): _____

☐ **Zoning Statement attached**, which must be obtained from the Local Government, listing the proposed location by address, Type of Zone, state whether alcoholic beverages are allowed at proposed location, and if applicable, whether packaged sales, patio service and/or manufacturing is allowable. If there is no zoning in the proposed location, attach Statement from the local government, indicating there is no zoning.

4. Distance* from nearest Church: (*Property line of church to closest point of licensed premises—shortest distance*)

Name of Church: **Rios de Agua Viva Church** Miles/feet: **100 feet**

Address/location of Church: **2884 Trades West Road / Santa Fe, NM 87507**

5. Distance* from nearest School: (*Property line of school to closest point of licensed premises—shortest distance*)

Name of School **Nye Bilingual Early Childhood** Miles/feet **.9 miles**

Address/location of School: **3160 Agua Fria St, Santa Fe, NM 87507**

6. Distance from military installation *(*Property line of military installation to closest point of licensed premises-shortest distance.*)

Name of Military Installation, *circle one:* Kirtland Air Force Base (Albuquerque), White Sands Missile Range (Las Cruces), Holloman Air Force Base (Alamogordo), Cannon Air Force Base (Clovis)

Miles: **69.1 miles**

7. Attach Detailed Floor Plan, must include the Total Square Footage of premises; List nearest cross street; Show which direction is North; Show each level (floor) where alcoholic beverages will be sold or consumed, exterior walls, doors, and interior walls; Patio Area with type of barrier used; Highlight Bonded Areas. The floor plan should be no larger than 8½ x 11 inches and **must be labeled** with designated areas highlighted, which will reflect the proposed Licensed Premises.

8. Type of Operation: ☐ Hotel ☐ Lounge ☐ Package Grocery ☐ Restaurant ☐ Racetrack

☐ Small Brewer ☐ Craft Distiller ☐ Winery ☑ Wholesaler

☐ Other (specify): _____

***NOTE:** If the distance is beyond 300 feet, but less than 400 feet, a Registered Engineer or Licensed Surveyor must complete a Survey Certificate showing the exact distance.

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ALCOHOLIC BEVERAGE CONTROL

Pastor Daniel Trejo
Rios De Agua Viva Church
2884 Trades West Rd
Santa Fe NM, 87505

Miguel Villalpando
CEO Nomada Goods Co.
2882 Trades West Rd.
Santa Fe NM, 87507

Dear Mr. Villalpondo,

This letter is a response to your request for business approval. You have indicated that your business is a warehouse for the products of wine and chili. You have indicated that your business will act only as a warehouse and will perform business activities associated with such. You have also indicated that your business will not act as a bar or have related activities to operating as a bar. Based on this information the church Rios de Agua Viva approves your request.

Thank you,

Secretary

RDAV Pastor Daniel Trejo

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

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FEB 27 2020

ALCOHOLIC BEVERAGE CONTROL

February 24, 2020

Vinos Bravos Distributing, LLC
Attn: Mr. Ron Mier
1937 Camino Dos Antonios
Santa Fe, NM 87507

Subject: Zoning Verification for Property Located at 2882 Trades West Road Unit B

Dear Mr. Mier:

As you requested, this letter provides zoning verification on the above referenced property. According to the Official Zoning Map this property is located within the I-2 General Industrial District.

14-4.3 (F) I-2 General Industrial District
The I-2 district is intended primarily for general manufacturing and closely related uses. Also allowed in the district are commercial and other uses allowed in some commercial districts. To avoid burdensome regulations on general manufacturing but at the same time to provide adequate limitations on the development of industries incompatible with the city's general industrial characteristics, regulations for this district are intended to provide protection principally against effects harmful to other districts. These regulations do not afford the same level of protection for commercial and other allowed uses not related to general manufacturing as such uses would receive if located in districts primarily designed for them.

Wholesaling and distribution operations, including the wholesaling and distribution of wines, is a permitted use within the I-2 General Industrial District.

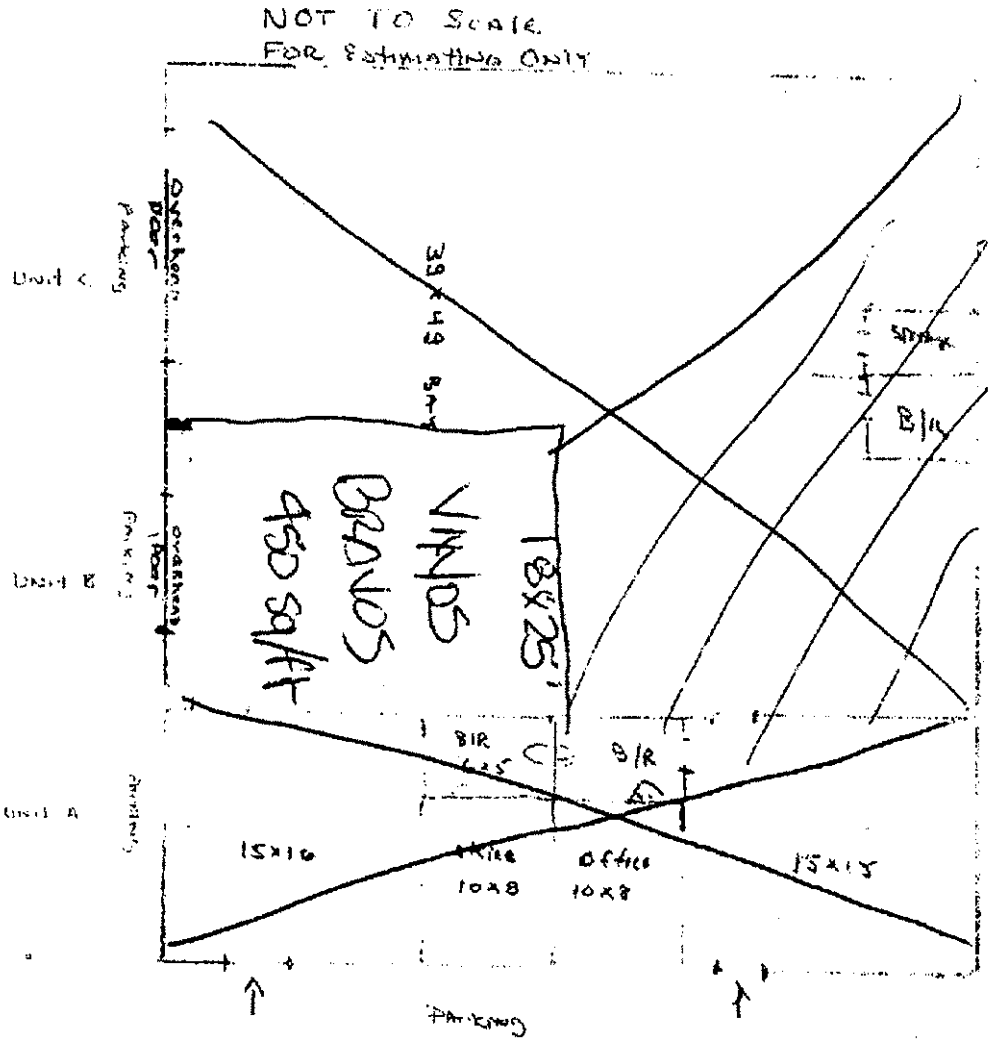
For additional information, please reference City of Santa Fe Chapter 14 SFCC regarding these districts (Chapter 14-4 – Zoning Districts/14-6 Permitted Uses *http://clerkshq.com/default.ashx?clientsite=Santafe-nm.*

Note: The information provided in this letter is solely derived from the Official Zoning Map and the minimum requirements set forth in Chapter 14, SFCC 1987. This letter intends to provide advice regarding zoning regulations. It is not the intent to state that the subject property complies with zoning requirements. Occupancy is determined based on zoning compliance at the time of building permit or certificate of occupancy, whichever applies. Additionally, it is not the intent to interfere with or to abrogate or annul any official document including conditions or safeguards made a part of the subject property at the time of any public hearings. Applicants are advised to pursue an independent search of official documents.

If you require additional information, please contact me at jcneunuebel@santafenm.gov or 505-955-6656.

John Neunuebel, Planner Senior
Current Planning Division

Exhibit 1


NOT TO Scale
For Estimating Only
Unit C
Unit B
Unit A
Parking
Overhead Door
1 Floor
39 x 40 sq ft
18x25
VINOS
Boards
450 sq/ft
B/R
B/R
15x16
Office
10x8
Office
10x8
15x15
Parking
2882 Trades

CITY OF SANTA FE

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Santa Fe Liquor Hearing Officer will hold a public hearing at 10:00 a.m. on Thursday, July 9, 2020.

The purpose of this public hearing is to discuss a request from Vinos Bravos Distributing, LLC, 1937 Camino Dos Antonios, Santa Fe, New Mexico 87507, for the following:

a) Pursuant to §60-6B-10 NMSA 1978, consideration of a waiver of the 300 foot location restriction to allow the sale of alcohol at Vinos Bravos Distributing, LLC, 2882 Trades West Road, Unit B, Santa Fe, which is within 300 feet of the Rios de Agua Viva Church, 2884 Trades West Road, Santa Fe.

b) If the waiver of the 300 foot location restriction is granted, consideration of a request for a Wine Wholesaler Liquor License to be located at Vinos Bravos Distributing, LLC, 2882 Trades West Road, Unit B, Santa Fe.

Notification of meeting location (in person or virtual) will be posted on the City of Santa Fe's Weekly Meeting List at least seventy-two (72) hours before the meeting at https://www.santafenm.gov/weekly_meeting_list__agendas.

Yolanda Y. Vigil
City Clerk

Received by The Santa Fe New Mexican
Date: June 5, 2020
To Be Published: June 9, 2020 &
June 16, 2020

By _____
The Santa Fe New Mexican (Signature)

JULY 9, 2020 at 10:00 A.M. - LIQUOR HEARING OFFICER
ATTEND VIRTUALLY
https://www.youtube.com/user/cityofsantafe
Request from Vinos Bravos Distributing, LLC, for the following:

a) Pursuant to §60-6B-10 NMSA 1978, consideration of a waiver of the 300 foot location restriction to allow the sale of alcohol at Vinos Bravos Distributing, LLC, 2882 Trades West Road, Unit B, Santa Fe, which is within 300 feet of the Rios de Agua Viva Church, 2884 Trades West Road, Santa Fe.

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SANTA FE NEW MEXICAN

202 E. Marcy
PO Box 2048
Santa Fe, NM 87504
Phone: 505-983-3303
FAX: 505-984-1785

Ad Proof/ Order Confirmation/ Invoice

VINOS BRAVOS DISTRIBUTING, LLC,RON MIER
1937 CAMINO DOS ANTONIOS
SANTA FE NM 87505

505-699-3895
vinosbravos@gmail.com

Account Number	32958

Order Number	0000279703		
Ordered By	Ron Mier		
Ad Cost	$142.60	Sales Rep	smoya
Tax Amount	$12.03	Order Taken by:	smoya
Total Amount	$154.63	Payment	$0.00
Amount Due	$154.63		
PO Number			

Ad Number	0000279703-01
Product	Santa Fe New Mexican-SFNM Daily
Placement	Legals - Legal Notices
Classification	Legal Notices-Legals Classified
Ad Type	Legal
Ad Size	: 1.0 X 102 Li
Color	<NONE>
Run Dates	

6/9/2020, 6/16/2020

SANTA FE NEW MEXICAN

Ad Proof / Order Confirmation / Invoice

Account Number
32958

Ad Order Number
0000279703

VINOS BRAVOS DISTRIBUTING, LLC,RON MI

LEGAL # 87235

CITY OF SANTA FE

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The purpose of this public hearing is to discuss a request from Vinos Bravos Distributing, LLC, 1937 Camino Dos Antonios, Santa Fe, New Mexico 87507, for the following:

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Yolanda Y. Vigil
City Clerk

June 9, 16, 2020

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

Certified Mail No.: 7018 1830 0001 2613 0603

June 23, 2020

Ronald Mier
Vinos Bravos Distributing, LLC
1937 Camino Dos Antonios
Santa Fe, New Mexico 87507

RE: Request from Vinos Bravos Distributing, LLC for a Wine Wholesaler Liquor License to be located at Vinos Bravos Distributing, LLC, 2882 Trades West Road, Unit B, Santa Fe.

Dear Mr. Mier:

The public hearing before the City of Santa Fe Liquor Hearing Officer for the above referenced request has been set for Thursday, July 9, 2020, at 10:00 a.m. This will be a virtual meeting and we will contact you with details for attendance. This letter and the enclosed copy of the notice of public hearing serves as a reminder of that hearing.

The City of Santa Fe's Governing Body will consider the Liquor Hearing Officer's recommendation at their July 29, 2020 meeting.

Should you have any questions, or require anything further from our office, do not hesitate to call me at 955-6521.

Sincerely,

Yolanda Y. Vigil
City Clerk

gfc

Enclosure



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FEB 27 2020

ALCOHOLIC BEVERAGE CONTROL

Pastor Daniel Trejo
Rios De Agua Viva Church
2884 Trades West Rd
Santa Fe NM, 87505

Miguel Villalpando
CEO Nomada Goods Co.
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Dear Mr. Villalpondo,

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Thank you,

Secretary

RDAV Pastor Daniel Trejo

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

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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: July 9, 2020

TO: Liquor Hearing Officer
Governing Body

VIA: Jarel LaPan Hill
Jarel LaPan Hill, City Manager

Elias Isaacson
Eli Isaacson, Director, Land Use Department

FROM: Jason Sena, Ordinance Enforcement Specialist

ITEM & ISSUE

Litter and noise impact assessment, due to a request from Vinos Bravos Distributing, LLC, for the following:

a) Pursuant to §60-6B-10 NMSA 1978, consideration of waiver of the 300-foot location restriction to allow the sale of alcohol at Vinos Bravos Distributing, LLC,2882 Trades West Road, Unit B, Santa Fe, which is within 300 feet of the Rios de Agua Viva Church, 2884 Trades West Road.

b) If the waiver of the 300-foot location restriction is granted, consideration of a request for a Wine Wholesaler Liquor License to be Located at Vinos Bravos Distributing, LLC, 2882 Trades West Road, Unit B.

BACKGROUND

It is not anticipated that there will be a substantial change in litter and noise because of this request.

CATEGORY Specific Use																						
Bar, cocktail lounge, nightclub, no outdoor entertainment								S[1,10]	S[3]		P*			P	P	P		P*	P*	P*	P* [2]	
Bar, cocktail lounge, nightclub, with outdoor entertainment								S[1,10]	S[3]		P*			P*	P*	P*	*	P*	P*	P*	P* [2]	
Restaurant - full service, with or without incidental alcohol service								S[1,10]	S[3]		P			P	P	P	S	P	P	P	P	
Restaurant with bar, cocktail lounge or nightclub comprising more than 25% of total serving area								S[1,10]	S*[3]		P*			P*	P	P		P*	P*	P*	P* [2]	
Restaurant - Fast service/take-out, no drive-through/drive-up								S[1,10]		P[4]	P	P[4]		P	P	P	S	P	P	P	P	
Restaurant - with drive-thru/drive-up											P*			P*	P*	P*	S	P*	P*	P*	P* [2]	

2883 Trades West Road
Unit
12

City of Santa Fe

Liquor License Request
Supplemental Information

John Romero, Traffic Engineer
Phone: 955-6638
jjromero1@santafenm.gov

Complete this form and return to cityclerks@santafenm.gov or City Clerk's Office, Room 215, 200 Lincoln Avenue.

1. Name of Applicant: VINOS BRANDS DISTRIBUTING, LLC
   D/B/A Name to be used: VINOS BRANDS DISTRIBUTING, LLC
   Physical location where license is to be used: 2882 TRADES WEST RD UNIT B
   Applicant Telephone Number: 505 699 3895

2. Type of liquor license request.
   ___ New license (indicate type: _____)
   X Transfer of location (indicate type: WINE WHOLESALE)
   ___ Transfer of ownership (indicate type: _____)
   ___ Transfer of ownership and location (indicate type: _____)

3. Is this an existing business?
   X Yes
   ___ No

4. Does the location where this license will be located currently sell liquor?
   ___ Yes
   X No

5. If the answer to questions #3 is yes, indicate the current hours of operation of the business.
   VARIED
   If the hours of operation will change due to the sale of liquor, indicate the revised hours.

6. If this is a new business, indicate the anticipated hours of operation of the business.

7. If the answer to question #6 is yes, indicate the anticipated change in business volume due to the sale or lease.

X Business is expected to increase (number of customers per day/week/month)

Business is expected to remain the same

Business is expected to decrease (number of customers per day/week/month)

8. If the answer to question #6 is yes, indicate the anticipated change in business volume due to the sale or lease.

9. Explain the type of business that will occupy the premises (i.e., retail, wholesale, manufacturing, etc.).

Retail

10. Number of employees that will occupy the premises.

Number of employees: 10

11. Is the proposed use a change from the last use?

X Yes

No

12. If the answer to question #11 is yes, indicate the type of the last business that occupied the premises.

Retail

13. Is the proposed use a change from the last use?

X Yes

No

14. If the answer to question #13 is yes, indicate the type of the last business that occupied the premises.

Retail

15. Is any outdoor parking/loading area required for the proposed use?

X Yes

No

16. If the answer to question #15 is yes, indicate the number of parking/loading spaces required.

Parking spaces: 5

(For City Use Only)

Based upon the information provided above, Traffic Division:

X does not appear that the proposed use will create adverse traffic impacts.

It appears that the approval of this application will create adverse traffic impacts.

Other comments:

Name of Traffic Engineer: [redacted]

Telephone Number: [redacted]

Date: [redacted]

Rev. 7/2015

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 07/20/2020
FOR CITY COUNCIL MEETING OF 07/29/20

m) Request for Approval of a Resolution Incorporating the Fourth Quarter Budget Amendments for Fiscal Year 2019/2020, and associated Department of Finance & Administration/Local Government Division (DFA/LGD) schedule. (Andy Hopkins, Principal Budget Analyst, ajhopkins@santafenm.gov, 955-6177)

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

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

DATE: July 2, 2020

TO: Finance Committee

VIA: Mary T. McCoy
Finance Director

FROM: Andy Hopkins
Principal Budget Analyst

ITEM AND ISSUE:

Request for Approval of a Budget Amendment Resolution for the Quarter Ending June 30, 2020 (Fourth Quarter)

BACKGROUND AND SUMMARY:

Attached is a Resolution listing increases/decreases to the FY 2019/20 operating and CIP budget. All of these amendments are included in this amendment Resolution because they result in a net increase or decrease to the various funds affected, and thus require approval by the New Mexico Department of Finance and Administration/Local Government Division (DFA/LGD) as part of the quarterly budget Resolution. The schedule of detail supporting these increases/decreases is presented in five sections:

A. Amendments to FY 2019/20 Budget That Have Previously Been Approved by City Council: these budget amendments have been previously approved by the Governing Body, and reflect amendments that exceed $60,000 and that result in a net increase or decrease to any funds (and do not represent re-appropriations of unspent budget amounts from the prior year); per City ordinance, such amendments require Governing Body approval. They are included in this Resolution for the purpose of summarizing all quarterly budget amendments on a single resolution to provide to DFA/LGD for their review and approval. Presentation of these amendments on a single resolution in this way is much more efficient than the alternative of presenting a revised resolution to DFA/LGD for each and every individual budget amendment approved by City Council.

B. Amendments to FY 2019/20 Budget That Have Not Previously Been Approved by City Council: these amendments were approved by and executed under the authority of the Finance Director (if the net budgetary change to any fund was under $5,000) or the City Manager (if the net budgetary change was between $5,000 and $60,000), as per City ordinance. Also included are purely technical corrections and re-appropriations of unspent prior year budget amounts (including amounts over $60,000), which, per City ordinance, are approved and entered based on the prior year's City Council-approved budget authority, and subsequently submitted on a quarterly basis for City Council review and approval.

C. Joint Operations (Buckman Direct Diversion & Santa Fe Solid Waste Management Agency) – Board-Approved Amendments to FY 2019/20 Budget: as the title of this section attests, these amendments reflect net changes to the Buckman Direct Diversion (BDD) and SF Solid Waste Management Agency (SFSWMA) joint operations budgets, approved and entered under the authority of the governing boards of those entities. Like the amendments outlined above, these budgetary changes are included in this Resolution for the purpose of presenting all quarterly net budgetary fund changes to DFA/LGD for their approval as required.

D. Summary of All Quarterly Amendments to FY 2019/20 Budget by Fund: this section summarizes the net changes to all City funds detailed in the previous three sections (A-C). As shown at the bottom of this section, these amendments result in a net increase to the City's overall expenditure budget of $3,771,020 and a net increase to the overall revenue budget of $12,777,514. The resulting net revenue increase of $9,006,494 (over and above additional expenditures) is supported by current revenues and/or available fund balances.

E. Summary Schedule – Quarterly Budget Amendments Resolution (BAR) – LGBMS Reconciliation: as required by DFA/LGD, this section summarizes the City's submittal of 4th quarter budget amendments to DFA/LGD, expressed in both the City of Santa Fe fund structure and the DFA/LGD Local Government Budget Management System (LGBMS) fund structure.

The Budget Office submits all amendments resulting in net budgetary fund changes on a quarterly basis for Finance Committee consideration and City Council approval, and subsequently submits said amendments to DFA/LGD after approval by the Governing Body.

ACTION RECOMMENDED:

Recommend these amendments to the Governing Body for approval. After City Council approval, the Resolution will be forwarded to DFA/LGD for their approval as required.

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-__

INTRODUCED BY:

Finance Committee

A RESOLUTION

RELATING TO A REQUEST FOR APPROVAL OF FOURTH QUARTER BUDGET AMENDMENTS AND ASSOCIATED NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION/LOCAL GOVERNMENT DIVISION ("DFA/LGD") SCHEDULES FOR FISCAL YEAR 2019/2020.

WHEREAS, a Fourth Quarter Review of the Fiscal Year 2019/2020 Budget shows a need to address significant priorities.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body does request authorization for budget amendments as detailed on the attached Resolution Detail by Fund (see Attachment), hereby incorporated as part of this Resolution.

BE IT FURTHER RESOLVED that it is respectfully requested that authorization to implement the Fourth Quarter Budget Amendments and associated DFA/LGD schedules be granted by the Local Government Division of the New Mexico Department of Finance and Administration.

PASSED, APPROVED, and ADOPTED this ___day of _____, 2020.

_____

ALAN M. WEBBER, MAYOR

ATTEST:

_____

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

_____

LOCAL GOVERNMENT DIVISION

N.M. DEPARTMENT OF FINANCE

AND ADMINISTRATION

Legislation/2020/Resolutions/Fourth Quarter Budget Amendments

FIR No. 3260

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Fourth Quarter Budget Amendments. Fiscal Year 2019/2020

Sponsor(s): _____

Revie wing Department(s): Finance

Staff Completing FIR: Andy Hopkins Date: 7/2/2020 Phone: 955-6177

Revie wed by City Attorney: _____ Date: Jul 15, 2020

Revie wed by Finance Director: _____ Date: Jul 17, 2020

Summary:
The purpose of the Resolution is to make 4th Quarter FY 2019/2020 budget amendments, increases and decreases to various funds, including adjustments for department priorities, grant adjustments, prior year encumbrances and increases supported by available revenue.

Departments Affected:
Various.

Consequences of Not Enacting Legislation:
The budget will not sufficiently reflect actual revenues and expenditures. Necessary adjustments cannot be submitted for NM DFA approval as required by the State.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None identified.

Performance and Administrative Implications:
None; staff have already performed necessary actions to comport with the purpose of the budget amendments.

Fiscal Implications:
See Resolution attachments – Resolution Detail by Fund

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 20	FYE 21	FYE 22	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and	$ †	$ 0	$ 0	N	NR	†	
Benefits*							
Capital Outlay	$ †	$ 0	$ 0	N	NR		
Contractual/	$ †	$ 0	$ 0				
Professional Services							
Operating	$ †	$ 0	$ 0			†	$ †
Total:	$ †	$ 0	$ 0				$ †

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

City Council approval is required for all of the previous quarter's changes to budgeted expenditures and transfers out.

Revenue

Revenue Type	FYE 20	FYE 21	FYE 22	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$ †	$ 0	$ 0	NR	
Special Revenue	$ †	$ 0	$ 0	NR	
CIP	$ †	$ 0	$ 0	NR	
Enterprise	$ †	$ 0	$ 0	NR	
Internal Service	$ †	$ 0	$ 0	NR	
Trust and Agency	$ †	$ 0	$ 0	NR	
Federal	$ †	$ 0	$ 0	NR	
Other	$ †	$ 0	$ 0	NR	†
Total	$ †	$ 0	$ 0		

Revenue Narrative:

City Council approval is required for all of the previous quarter's changes to budgeted revenues and transfers in.

† *See Attachments – Resolution Detail by Fund*

CITY OF SANTA FE

4TH QUARTER FY 2019/20

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SUB-SECTION [A]

AMENDMENTS TO FY 2019/20 BUDGET THAT HAVE PREVIOUSLY BEEN APPROVED BY CITY COUNCIL

CITY OF SANTA FE - FOURTH QUARTER FY 2019/2020
SUB-SECTION [A]: BUDGET AMENDMENTS PREVIOUSLY APPROVED BY CITY COUNCIL

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
Council-Approved Capital Improvements Program (CIP) Budget Amendments:					
325	CIP Special Projects	Correction to prior allocation of funding for the ongoing ERP system upgrade project *[CC apvd. 5/6/19, #20]*	$ (227,994)	$ (3,131,000)	$ (2,903,006)
365	½% GRT Income Fund	Correction to prior allocation of funding for the ongoing ERP system upgrade project *[CC apvd. 5/6/19, #20]*	(3,131,000)	-	3,131,000
545	Airport	Appropriation of FAA/US DOT grant & local match for the Airport taxiway G and runway 15 projects *[CC Apvd. 4/29/20, #10-a]*	2,000,000	1,937,500	(62,500)
Subtotal - Council-Approved Capital Improvements Program (CIP) Budget Amendments			***$ (1,358,994)***	***$ (1,193,500)***	***$ 165,494***
Other Council-Approved Budget Amendments:					
216	Gross Receipts Tax Fund	Appropriation from available Railyard GRT revenue for Airport security services *[CC apvd. 4/29/20, #10-d]*	$ 75,000	$ -	$ (75,000)
233	Transportation Grants	Re-budget remaining portion of US FTA/NMHTD MPO transportation planning grants *[CC apvd. 6/10/20, #10-a]*	352,515	352,515	-
500	Waste Water Management	Appropriation from available balance for treatment plant disinfection system improvements *[CC apvd. 5/27/20, #10-b]*	204,630	-	(204,630)
500	Waste Water Management	Appropriation from available balance for Wastewater collection system equipment repairs *[CC apvd. 4/8/20, #10-f]*	135,547	-	(135,547)
525	Midtown Property	Appropriation of Midtown Campus lease revenue for COVID-19 emergency response costs *[CC apvd. 4/8/20, #12]*	315,000	315,000	-
545	Airport	Appropriation of CARES Act reimbursement grant for Airport operational expenses *[CC Apvd. 5/13/20, #13]*	-	1,858,505	1,858,505
545	Airport	Appropriation from available Railyard GRT revenue for Airport security services *[CC apvd. 4/29/20, #10-d]*	75,000	75,000	-
Subtotal - Other Council-Approved Budget Amendments			***$ 1,157,692***	***$ 2,601,020***	***$ 1,443,328***
TOTAL - Budget Amendments Previously Approved by City Council			***$ (201,302)***	***$ 1,407,520***	***$ 1,608,822***

CITY OF SANTA FE

4TH QUARTER FY 2019/20

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SUB-SECTION [B]

AMENDMENTS TO FY 2019/20 BUDGET THAT HAVE NOT PREVIOUSLY BEEN APPROVED BY CITY COUNCIL

CITY OF SANTA FE - FOURTH QUARTER FY 2019/2020

SUB-SECTION [B]: BUDGET AMENDMENTS NOT PREVIOUSLY APPROVED BY CITY COUNCIL

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
100	General Fund	Transfer to Parking Fund to cover projected year-end deficit	$ 2,180,000	$ -	$ (2,180,000)
100	General Fund	Correction to prior appropriation of Comcast Franchise PEG Fee funding for multimedia equipment upgrades	-	(60,000)	(60,000)
100	General Fund	Correction to allocation of funding for NM Office of Cultural Affairs Historic Preservation Grant	(45,000)	-	45,000
100	General Fund	Appropriation of EMS reimbursements from athletic events for required contract pharmacist costs	1,400	11,323	9,923
210	Capital Equipment Reserve	Appropriation for vehicle tire disposal landfill costs	500	-	(500)
211	Franchise Fee Fund	Correction to prior appropriation of Comcast Franchise PEG Fee funding for multimedia equipment upgrades	(60,000)	-	60,000
212	Economic Development	Adjustment for legal services on ongoing IRB project applications	9,117	18,000	8,883
213	Lodgers' Tax Fund	Appropriation for ongoing Partners in Education services for Arts	30,000	30,000	-
221	Emergency Services	Correction to appropriation of US DHS 2019 Hazardous Materials Emergency Preparedness Grant/local match	-	30,000	30,000
240	Community Development	Appropriation for mortgage assistance and social health assessment costs for citizens impacted by COVID-19	60,000	-	(60,000)
240	Community Development	Appropriation for housing needs assessment costs for citizens impacted by COVID-19	50,000	-	(50,000)
240	Community Development	Appropriation of NM Tourism grant to SF Beautiful for construction of a City gateway entry sign	39,917	44,500	4,583
240	Community Development	Appropriation of additional funding for the SF Recovery Center	22,310	22,310	-
250	Historic Preservation	Correction to allocation of funding and local match for NM Office of Cultural Affairs Historic Preservation Grant	70,000	70,000	-
330	CIP Streets & Roadways	Re-budget remaining portion of prior year NM DOT grants to support ongoing streets CIP projects	-	1,122,551	1,122,551
335	CIP Bond Acquisition	Correction to previous re-appropriation of unspent prior year budget for ongoing 2018 GRT Bond CIP projects	(175,346)	-	175,346
350	CIP Arts and Culture	Correction to previous re-appropriation of unspent prior year budget for ongoing Arts CIP projects	(50,000)	-	50,000
535	Parking	Transfer from General Fund to cover projected year-end deficit	-	2,180,000	2,180,000
535	Parking	Correction to previous re-appropriation of unspent prior year budget for Parking equipment purchases	(50,000)	-	50,000
540	Transit Bus System	Correction to previous re-appropriation of unspent prior year budget for Transit vehicle purchases	(60,000)	-	60,000
545	Airport	Re-budget remaining portion of FAA/NM DOT grants for ongoing Airport improvements projects	-	4,862,533	4,862,533
545	Airport	Re-budget remaining portion of NM DFA grant for ongoing Airport improvements projects	-	1,500,000	1,500,000
545	Airport	Re-budget remaining portion of NMHTD grant for ongoing Airport improvements projects	-	39,321	39,321
TOTAL - Budget Amendments Not Previously Approved by City Council			***$ 2,022,898***	***$ 9,870,538***	***$ 7,847,640***

CITY OF SANTA FE

4TH QUARTER FY 2019/20

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SUB-SECTION [C]

JOINT OPERATIONS (BUCKMAN DIRECT DIVERSION & SF SOLID WASTE MANAGEMENT AGENCY) – BOARD-APPROVED AMENDMENTS TO FY 2019/20 BUDGET

CITY OF SANTA FE - FOURTH QUARTER FY 2019/2020
SUB-SECTION [C]: JOINT OPERATIONS - BOARD-APPROVED BUDGET AMENDMENTS

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
800	Buckman Direct Diversion	Appropriation from the BDD Repair & Replacement Fund for emergency procurement of system equipment	$ 199,456	$ 199,456	$ -
801	BDD Repair & Replacement Fund	Appropriation from the BDD Repair & Replacement Fund for emergency procurement of system equipment	199,456	-	(199,456)
810	SF Solid Waste Mgmt Agency	Appropriations from available revenue to maintain necessary reserve balances in SWMA reserve funds	1,300,000	-	(1,300,000)
810	SF Solid Waste Mgmt Agency	Correction to prior appropriation for landfill gas system operations & maintenance	-	102,830	102,830
810	SF Solid Waste Mgmt Agency	Appropriation for BuRRT e-waste recycling services	25,000	-	(25,000)
811	SWMA Equip Replacement Fund	Appropriation from available revenue to maintain necessary reserve balance in the SWMA Equipment Replacement Fund	-	825,000	825,000
812	SWMA Gas Collection Reserve	Appropriation from available revenue to maintain necessary reserve balance in the SWMA Gas Collection Reserve Fund	-	200,000	200,000
812	SWMA Gas Collection Reserve	Appropriation for the landfill gas system expansion project	225,512	-	(225,512)
812	SWMA Gas Collection Reserve	Correction to prior appropriation for landfill gas system operations & maintenance	-	(102,830)	(102,830)
813	SWMA Cell Developmt Reserve	Appropriation from available revenue to maintain necessary reserve balance in the SWMA Cell Development Reserve Fund	-	200,000	200,000
815	SWMA Closure/Post-Closure Reserve	Appropriation from available revenue to maintain necessary reserve balance in the SWMA Closure/Post-Closure Reserve	-	75,000	75,000
TOTAL - Joint Operations - Board Approved Budget Amendments			***$ 1,949,424***	***$ 1,499,456***	***$ (449,968)***

CITY OF SANTA FE

4TH QUARTER FY 2019/20

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SUB-SECTION [D]

SUMMARY OF ALL QUARTERLY AMENDMENTS TO FY 2019/20 BUDGET BY FUND

CITY OF SANTA FE - FOURTH QUARTER FY 2019/2020
SUB-SECTION [D]: TOTAL QUARTERLY AMENDMENTS BY FUND

Fund	*Fund Title*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
100	General Fund	$ 2,136,400	$ (48,677)	$ (2,185,077)
210	Capital Equipment Reserve	500	-	(500)
211	Franchise Fee Fund	(60,000)	-	60,000
212	Economic Development	9,117	18,000	8,883
213	Lodgers' Tax Fund	30,000	30,000	-
216	Gross Receipts Tax Fund	75,000	-	(75,000)
221	Emergency Services	-	30,000	30,000
233	Transportation Grants	352,515	352,515	-
240	Community Development	172,227	66,810	(105,417)
250	Historic Preservation	70,000	70,000	-
325	CIP Special Projects	(227,994)	(3,131,000)	(2,903,006)
330	CIP Streets & Roadways	-	1,122,551	1,122,551
335	CIP Bond Acquisition	(175,346)	-	175,346
350	CIP Arts and Culture	(50,000)	-	50,000
365	½% GRT Income Fund	(3,131,000)	-	3,131,000
500	Waste Water Management	340,177	-	(340,177)
525	Midtown Property	315,000	315,000	-
535	Parking	(50,000)	2,180,000	2,230,000
540	Transit Bus System	(60,000)	-	60,000
545	Airport	2,075,000	10,272,859	8,197,859
800	Buckman Direct Diversion	199,456	199,456	-
801	BDD Repair & Replacement Fund	199,456	-	(199,456)
810	SF Solid Waste Mgmt Agency	1,325,000	102,830	(1,222,170)
811	SWMA Equip Replacement Fund	-	825,000	825,000
812	SWMA Gas Collection Reserve	225,512	97,170	(128,342)
813	SWMA Cell Developmt Reserve	-	200,000	200,000
815	SWMA Closure/Post-Closure Reserve	-	75,000	75,000
QUARTERLY TOTAL - ALL FUNDS		***$ 3,771,020***	***$ 12,777,514***	***$ 9,006,494***

CITY OF SANTA FE

4TH QUARTER FY 2019/20

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SUB-SECTION [E]

SUMMARY SCHEDULE –
QUARTERLY BUDGET AMENDMENTS
RESOLUTION (BAR) –
LGBMS RECONCILIATION

Sub-Section E: City of Santa Fe - 4th Quarter FY1920 Budget Amendments Resolution (BAR) - LGBMS Reconciliation

CoSF Fund	CoSF Fund Title	LGBMS Fund #	LGBMS Fund Title	Type	Q3-1920	Q4-1920	Qtr chg
100	General Fund	11000	General Operating Fund	Expenditures	98,385,285	98,294,375	(90,910)
100	General Fund	11000	General Operating Fund	Revenues	103,627,913	103,639,236	11,323
100	General Fund	11000	General Operating Fund	Transfers In	2,669,946	2,609,946	(60,000)
100	General Fund	11000	General Operating Fund	Transfers Out	5,715,785	7,943,095	2,227,310
216	Gross Receipts Tax	21000	Quality of Life GRT	Transfers Out	14,831,381	14,906,381	75,000
213	Lodgers' Tax Fund	21400	Lodgers' Tax	Expenditures	6,736,351	6,766,351	30,000
213	Lodgers' Tax Fund	21400	Lodgers' Tax	Transfers In	9,307,318	9,337,318	30,000
233	Transportation Grants	21800	Intergovernmental Grants	Expenditures	494,321	846,836	352,515
240	Community Development	21800	Intergovernmental Grants	Expenditures	2,512,250	2,684,477	172,227
252	Arts & Culture Grants	21800	Intergovernmental Grants	Expenditures	65,000	35,000	(30,000)
233	Transportation Grants	21800	Intergovernmental Grants	Revenues	452,528	805,043	352,515
240	Community Development	21800	Intergovernmental Grants	Revenues	2,624,375	2,668,875	44,500
240	Community Development	21800	Intergovernmental Grants	Transfers In	-	22,310	22,310
252	Arts & Culture Grants	21800	Intergovernmental Grants	Transfers Out	-	30,000	30,000
210	Capital Equipment Rsv	29900	Other Special Revenue	Expenditures	-	500	500
212	Economic Development	29900	Other Special Revenue	Expenditures	1,569,792	1,578,909	9,117
250	Historic Preservation	29900	Other Special Revenue	Expenditures	28,000	98,000	70,000
212	Economic Development	29900	Other Special Revenue	Revenues	986,578	1,004,578	18,000
221	Emergency Services	29900	Other Special Revenue	Revenues	2,853,091	2,883,091	30,000
250	Historic Preservation	29900	Other Special Revenue	Revenues	19,701	64,701	45,000
250	Historic Preservation	29900	Other Special Revenue	Transfers In	-	25,000	25,000
211	Franchise Fee Fund	29900	Other Special Revenue	Transfers Out	80,000	20,000	(60,000)
325	CIP Special Projects	30100	Bond Proceeds Project	Expenditures	5,287,813	5,059,819	(227,994)
335	CIP Bond Acquisition	30100	Bond Proceeds Project	Expenditures	21,066,507	20,891,161	(175,346)
350	CIP Arts and Culture	30100	Bond Proceeds Project	Expenditures	421,629	371,629	(50,000)
325	CIP Special Projects	30100	Bond Proceeds Project	Transfers In	6,262,000	3,131,000	(3,131,000)
330	CIP Streets & Roadways	30400	Road/Street Projects	Revenues	4,026,355	5,148,906	1,122,551
365	1/2% GRT Income Fund	30500	Gross Receipts Tax Proceeds Project	Transfers Out	23,790,807	20,659,807	(3,131,000)
500	Waste Water Management	50300	Wastewater/Sewer Enterprise	Expenditures	38,362,066	38,702,243	340,177
545	Airport	50400	Airport Enterprise	Expenditures	18,792,293	20,867,293	2,075,000
545	Airport	50400	Airport Enterprise	Revenues	15,121,434	25,319,293	10,197,859
545	Airport	50400	Airport Enterprise	Transfers In	54,670	129,670	75,000
535	Parking	50800	Parking Facilities Enterprise	Expenditures	7,299,700	7,249,700	(50,000)
535	Parking	50800	Parking Facilities Enterprise	Transfers In	414,193	2,594,193	2,180,000
800	Buckman Direct Diversion	52100	Joint Utility	Expenditures	10,341,556	10,541,012	199,456
810	SF Solid Waste Mgmt Agency	52100	Joint Utility	Expenditures	11,049,947	11,177,777	127,830
812	SWMA Gas Collection Rsv	52100	Joint Utility	Expenditures	167,267	289,949	122,682
800	Buckman Direct Diversion	52100	Joint Utility	Transfers In	-	199,456	199,456

CoSF Fund	CoSF Fund Title	LGBMS Fund #	LGBMS Fund Title	Type	Q3-1920	Q4-1920	Qtr chg
810	SF Solid Waste Mgmt Agency	52100	Joint Utility	Transfers In	1,662,733	1,765,563	102,830
811	SWMA Equip Replacement Fund	52100	Joint Utility	Transfers In	90,500	915,500	825,000
812	SWMA Gas Collection Rsv	52100	Joint Utility	Transfers In	277,830	375,000	97,170
813	SWMA Cell Developmt Reserve	52100	Joint Utility	Transfers In	-	200,000	200,000
815	SWMA Closure/Post Closure Rsv	52100	Joint Utility	Transfers In	50,000	125,000	75,000
801	BDD Repair & Replacement	52100	Joint Utility	Transfers Out	-	199,456	199,456
810	SF Solid Waste Mgmt Agency	52100	Joint Utility	Transfers Out	418,330	1,615,500	1,197,170
812	SWMA Gas Collection Rsv	52100	Joint Utility	Transfers Out	-	102,830	102,830
540	Transit Bus System	53200	Transit Enterprise	Expenditures	19,359,499	19,299,499	(60,000)
525	Midtown Property	59900	Other Enterprise	Expenditures	2,827,334	3,142,334	315,000
525	Midtown Property	59900	Other Enterprise	Revenues	-	315,000	315,000

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 07/20/2020
FOR CITY COUNCIL MEETING OF 07/29/20

f) Recommendation of Approval for a Professional Services Agreement for an on-call vegetation management professional services contract not to exceed $600,000 annually per vendor exclusive of New Mexico gross receipts tax (NMGRT).

Request to Award of Invitation to Bid # 20/15/B for on-call vegetative management professional services contract not to exceed $600,000 annually per vendor:
·Proscapes Inc.
·Seeds of Wisdom LLC
·San Isidro Permaculture Inc.

(Melissa McDonald, River & Watershed Manager, mamcdonald@santafenm.gov ; 505-231-3770)

Committee		Review:
PWC	– approved	4-27-20
FCM	-approved	07-20-20
GB – 07-29-20		

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 04/27/2020

ISSUE NO. 7A

Recommendation of Approval for a Professional Services Agreement for an On-Call Vegetation Management Professional Services Contract not to Exceed $600,000 Annually Per Vendor Exclusive of New Mexico Gross Receipts Tax (NMGRT). (Melissa McDonald, River & Watershed Manager, mamcdonald@santafenm.gov ; 505-231-3770)

Request to Award of Invitation to Bid # 20/15/B for On-Call Vegetative Management Professional Services Contract not to Exceed $600,000 Annually Per Vendor:

- Proscapes Inc.
- Seeds of Wisdom LLC
- San Isidro Permaculture Inc.

COMMITTEE REVIEW

Finance Committee (Scheduled)	05/04/2020
Governing Body (Scheduled)	05/13/2020

PUBLIC UTILITES COMMITTEE ACTION: Pulled off of Consent by Councilor Lindell. Unanimously approved to forward to 05/04/2020 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: March 2, 2020

TO: Finance Committee/Public Works Committee/City Council

VIA:
Regina A. Wheeler, Public Works Department Director
John J. Romero, Engineering Division Director
John P. Munoz, Parks and Recreation Department Director

FROM: Melissa A. McDonald, RLA, River and Watershed Manager

Cc: Richard C. Thompson, Parks Division Director

ITEM: Recommendation of approval for a Professional Service Agreement for an on-call vegetative management professional services contract not to exceed $600,000 annually per vendor exclusive of New Mexico Gross Receipts Tax (NMGRT).

BACKGROUND & SUMMARY: The City of Santa Fe River and Watershed Section of the Public Works Department and the Parks Division of the Parks and Recreation Department request approval of an on-call vegetative management professional services contract to address maintenance work required for river, arroyos, drainages, floodplains, parks, open spaces, trails, right of ways, and medians in Santa Fe, New Mexico.

An Invitation to Bid was advertised on January 30, 2020, through a Request to Bid (RFB # 20/15/B). On February 18, 2020, six proposals were submitted with five bidders qualifying for local preference. The following proponents applied:

OFFEROR	Status
Proscapes, Inc.	1
Seeds of Wisdom, LLC	2
San Isidro Permaculture, Inc.	3
Turnover Home & Lawn Care, LLC	Bid incomplete-no bid bond submitted
Southwest Fire Defense, LLC	Bid incomplete-no bid bond submitted
Cassidy's Landscaping, Inc.	Bid items incomplete

The proposals were evaluated for completeness and alignment with the requests of the RFB, and upon review the evaluation committee selected three companies to provide on-call vegetative management professional services not to exceed $600,000 annually per vendor exclusive of NMGRT. Two companies, Southwest Fire Defense, LLC and Turnover Home and Lawn Care, LLC were disqualified because the bid proposals did not include bid bonds as required by the bid. Cassidy's Landscaping, Inc. also did not provide a complete bid item list and was eliminated.

Given the diversity of potential project needs, the top three companies were deemed a good fit with required skills to complete projects for the City. All of these vendors are recommended to allow the City to have flexibility with projects for which they have proven extensive experience.

We have utilized on-call contracts over the past 10 years for various public works projects and repairs that have involved improvements such as roadways, trail, sidewalk, curb, gutter, ADA curb ramp, and arroyo and drainage system improvements. Individual expenditures using these contracts ranged from $1,000 to $200,000. This has been an effective way to address smaller projects and emergency needs for the City. The Public Works Department River and Watershed Section and the Parks Division shall be able to utilize this on-call contract as needed and as funding is available. This contract is necessary to the City because clearing of drainage channels is required to maintain flows and reduce flooding potential. Additionally, these vegetative management services will be utilized for maintenance such as mowing, weed-eating, brush removal, tree removal, revegetation, herbaceous and woody plant pruning, etc. within the City's medians, open space, trails, and parks.

Both departments have identified minimum annual needs. River and Watershed Section identified $300,000 and the Parks Division identified $500,000 for related operations and deferred-maintenance projects, not including the potential need for emergencies associated with this contract. The Public Works Department and Parks and Recreation Department will budget annual funding for these services. Other departments and divisions such as the Streets and Drainage Division, Facilities Division, and the Engineering Division are likely to utilize this contract as well. Availability of funds for these services will be identified and budgeted as needed. Execution of these agreements does not constitute a promise to purchase any amount of said work. Total compensation under the contracts will not exceed the cap amount of $600,000 per vendor unless the Governing Body approves a cap adjustment and a contract.

ORG/OBJECT CODE: Varies by user
MUNIS CONTRACT NUMBERS: Proscapes, Inc-3201742, Seeds of Wisdom, LLC - 3201743, San Isidro Permaculture, Inc - 3201744

Recommended Actions: Public Works Department recommends Governing Body approval for contract awards for on-call vegetative management professional services not to exceed $600,000 annually per vendor exclusive of NMGRT to the selected three companies:

- **Proscapes Landscape Management, Inc.**
- **Seeds of Wisdom, LLC**
- **San Isidro Permaculture, Inc.**

Attachments: Professional Services Agreement with exhibits
Procurement Checklist
Summary of Contracts

City of Santa Fe New Mexico

Memorandum

DATE: 02/27/2020

TO: Fran A. Dunaway, Chief Procurement Officer
FROM: Melissa A. McDonald River & Watershed Manager

VIA: Regina A. Wheeler, Public Works Department Director
John J. Romero, Engineering Division Director
Cc: John P. Munoz, Parks and Recreation Department Director

ITEM: Award of Invitation to Bid # '20/15/B for an on-call vegetative management professional services contract not to exceed $600,000 annually per vendor exclusive of NMGRT.

BACKGROUND AND SUMMARY: On January 30, 2020, the City advertised for an Invitation to Bid (RFB #' 20/15/B). This RFB was for professional services to establish an on-call contract for vegetation management professional services for the maintenance work required for river, arroyos, drainages, floodplains, parks, open spaces, trails, right of ways, and medians in Santa Fe, New Mexico.

The Public Works Department River and Watershed Section and the Parks Division shall be able to utilize this on-call contract as needed and as funding is available. This contract is important to the City because clearing of drainage channels is required to maintain flows and reduce flooding potential. Additionally, these vegetative management services will be utilized for mowing, weed-eating, brush removal, clearing and grubbing, tree removal, stump grinding, chipping, planting, seeding, revegetation, watering, herbaceous and woody plant pruning, excavation, erosion control, stormwater BMPs, fine grading, and the clean-up of the City's medians, open space, trails, and parkland.

Both departments have identified annual needs. Public Works anticipates an annual minimum of $300,000 and the Parks Division anticipates an annual amount of $500,000 for related operations and deferred-maintenance projects, not including the potential need for emergency repairs associated with this contract. The Public Works Department and Parks and Recreation Department will budget annual funding for these services. If approved, the contract could be utilized by other departments and divisions such as Streets and Drainage Division and the Facilities Division.

In response to the RFB, the City received and evaluated six bid proposals. The following proponents applied:

OFFEROR	Status/Rank
Proscapes, Inc.	1
Seeds of Wisdom, LLC	2
San Isidro Permaculture, Inc.	3
Turnover Home & Lawn Care, LLC	Bid incomplete-no bid bond submitted
Southwest Fire Defense, LLC	Bid incomplete-no bid bond submitted
Cassidy's Landscaping, Inc.	Bid items incomplete

EVALUATION COMMITTEE DELIBERATIONS: The committee applied the following criteria to all the proponents:

- Completeness of bid proposal
- Cost comparison of the bid items
- Knowledge of services required
- Past work within the City

Five of the six proposals met the local preference requirements. The evaluation committee selected three companies to provide on-call vegetative management professional services not to exceed $600,000 annually per vendor exclusive of NMGRT. Two companies, Southwest Fire Defense, LLC and Turnover Home and Lawn Care, LLC were disqualified because the bid proposals did not include bid bonds as required by the bid. Cassidy's Landscaping, Inc. also did not provide a complete bid item list and was eliminated.

Based on the evaluation performed, the highest rated proposal received was from Proscape Landscape Management, LLC. Committee members noted overall cost competitiveness of many bid items and past performance with the Parks Division.

The second highest ranked proposal was received from Seeds of Wisdom, LLC. Committee members noted areas of competitive pricing specifically with larger tree removal, past experience with both the Parks Division and River and Watershed Section, and multiple required certifications of the company.

The third highest ranked proposal was received from San Isidro Permaculture, Inc. Committee members noted areas of competitive pricing with bid items specifically small tree removal, clearing and grubbing, mowing and weed eating, past experience with the River and Watershed Section and good knowledge of work within the watershed.

RESULT: The committee deliberated and reached the consensus that the following companies' proposals clearly demonstrated their ability to meet the City's needs and should be awarded contracts: 1) Proscapes Landscape Management, Inc. 2) Seeds of Wisdom, LLC 3) San Isidro Permaculture, Inc.

As a member of the evaluation committee for RFB '20/15/B, I concur with the recommendation and summary stated in this report.

2/20/2020

Melissa A. McDonald, River and Watershed Manager

3.2.2020

Richard C. Thompson, Parks Division Director

2/28/2020

J. Sam Burnett, Public Works Property Maintenance Manager

RECOMMENDED ACTION: Public Works Department requests Governing Body approval for contract awards for on-call vegetative management professional services not to exceed $600,000 annually per vendor exclusive of NMGRT to the selected three companies: Proscapes Landscape Management, Seeds of Wisdom, and San Isidro Permaculture.

City of Santa Fe Contract
On-Call Vegetation Management Services for the Public Works Department River Watershed Section and the Parks Division

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **San Isidro Permaculture, Inc.** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Agreement Administrator" means the individual appointed by the City to administer the Price Agreement.

B. "Products and Services Schedule" refers to the complete list of 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.

C. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

D. "Price Agreement" means a definite quantity contract or indefinite quantity contract which requires the Contractor to furnish items of tangible personal property or service to the procuring agency which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

E. "You" and "your" refers **San Isidro Permaculture, Inc.** "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

The Contractor shall provide On-Call Vegetation Management service work for the City of Santa Fe Public Works Department River and Watershed Section and the Parks Division including, but not limited to:

1) On-Call Contract for Vegetation Management Services for the maintenance work required for City of Santa River, Arroyos, Drainages, Floodplains, Parks, Open Spaces, Trails, Right of Ways and Medians in Santa Fe, New Mexico. This work will include – but is not limited to, mowing, weed-eating, brush removal, clearing and grubbing, tree removal, stump grinding, chipping, planting, seeding, re-vegetation, watering, herbaceous and woody pruning, fertilization, spraying (with approval from the City's Integrated Pest Manager), excavation, erosion control, stormwater BMPs, fine grading, clean-up and green waste / waste disposal.

2) The Contractor shall be required to provide on-call Vegetation Management Services for any number of the activities listed under Scope of Work upon the request of the City. Once a need is identified, the City will issue

a written Task Order to the Contractor detailing the services required. Upon receiving the City's request for services, the Contractor shall promptly provide the City with an estimate (based upon the rates submitted in the Bid Form), cost summary, and project schedule required to complete the assignment or task. Project schedules, negotiated price, and completion dates shall be determined on a project by project basis and dependent upon the urgency of that task. The Contractor may be required to do some of the work in phases. The Contractor shall be required to provide the requested labor and all equipment and materials within one week of a request issuance of a Notice to Proceed. The Contractor shall agree to provide required labor within 24 hours for emergency situations.

3) City of Santa Fe Public Works Department River and Watershed Section employees shall be able to utilize this On-Call Contract as needed and as funding is available. All other City of Santa Fe departments and divisions outside of the River and Watershed Section will only be authorized to utilize this On-Call Contract with prior, written approval of the scope of work, from the River and Watershed Section Manager, before commencing any work applicable to this On-Call Contract.

4) Contractor is responsible for all required permits and licenses required to perform this work. This may include, but is not limited to, the Contractor being licensed with a GB-98 (General Building) License, a Registered Landscape Architect, Urban Forester, Licensed Arborist.

5) Contractor shall be responsible for adherence to the Contract Documents, Construction Documents, Specifications and approved directives. This responsibility shall include, but is not limited to, adherence to ANSI 300 standards for all tree work, to NMDOT standards for all revegetation seeding work and the City of Santa Fe Integrated Pest Management Program for all projects.

6) Contractor shall be responsible for any applicable Local, County, State and Federal requirements and permits including, but not limited to, the City of Santa Fe's Stormwater Pollution Prevention Program and Stormwater BMPs.

7) Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions for bidding. Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with their work.

See attached proposal and bid sheet from the Contractor dated February 18, 2020 and marked Exhibit "A" attached hereto and made a part thereof.

3. **Compensation**

The City shall pay the Contractor for on-call services performed based upon a time and materials basis not to exceed each Deliverable item as listed here.

Deliverable item:	U/I (unit of issue)	Price
01 On-Call Vegetation Management Services		$600,000.00

The total compensation under this Agreement shall not exceed **$650,625.00 – Including Applicable New Mexico gross receipts tax (8.4375%).**

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. Issuance of Orders - Only written signed orders are valid under this Price Agreement. A Purchase Order is the approved form for the City issuing Contract Orders under this Price Agreement.

C. 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 **6/30/2024**. This Agreement shall not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) 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**

A. Neither this price Agreement nor any orders placed under this price Agreement, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Contractor, except as set forth in subparagraph 10B below or as expressly authorized in writing by the City. No such assignment or transfer shall relieve the Contractor from the obligations and liabilities under this price Agreement.

B. Contractor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the City as to goods, services, and materials purchased in connection with this bid are hereby assigned to the City.

11. **Subcontracting**

The Contractor shall not subcontract any portion of any services to be performed under this Agreement without written approval 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. **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.

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.

Melissa A. McDonald, River and Watershed Manager
City of Santa Fe, Public Works Dept, River and Watershed Section
mamcdonald@santafenm.gov
505-955-6840
PO Box 909 Santa Fe, New Mexico 87504

To Contractor:
San Isidro Permaculture, Inc
29 Hidden Valley Road
Santa Fe, New Mexico 87505

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, CITY MAYOR

DATE:

CONTRACTOR:
San Isidro Permaculture, Inc.

Jeremiah Kidd
Jeremiah Kidd
President

DATE: June 24, 2020

CRS# 02-499137-006
Registration # 225303

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

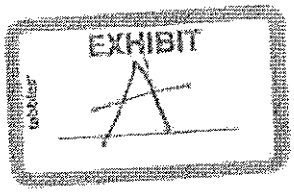
CITY ATTORNEY'S OFFICE:

2/2/20
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

MARY MCCOY
FINANCE DIRECTOR

Business Unit Line Item: Various



CITY OF SANTA FE BID
FORM BID # 20/15/B

EXCEPTIONS TO SPECIFICATIONS
Bidder is required to return three (3) complete copies of these specifications, completely furnishing all information requested. All requested information, data, literature, drawings, etc. must be included with the bid submitted.

Bidder must check one of the following:

a. (Y) All specifications, terms and conditions are met.
b. ()Exceptions have been taken and noted on attached sheet (s).

All variations and/or exceptions to the specifications must be documented, referencing applicable paragraph (s) and explained in detail. Attach as many pages as necessary. If no exceptions are taken, it will be assumed that the bid meets all specifications and terms and conditions as stated in this complete bid package. Failure to list exceptions may disqualify bid. Delivery of non-conforming goods is at the expense of the bidder and/or other penalties.

All other specifications not detailed herein shall be as listed in the manufacturer's printed literature for the current standard model. Manufacturer's printed literature and specifications sheets shall be submitted with the bid.

Exceptions will not necessarily eliminate the bid. City staff shall determine acceptance or non-acceptance of exceptions. Unless otherwise noted and approved, it is assumed that delivery of the unit shall be as stated.

Signed submission of this bid represents that the bidder has accepted all terms, conditions and requirements of the bid unless a written exception is made and, if awarded, the bid will represent the agreement between the parties. Additionally, by signing this bid, the bidder warrants that there was no collusion of any kind in submission of this bid.

WARRANTIES
Warranty required for material and workmanship for minimum of one year unless otherwise stated in the bid. Warranties shall begin when the City accepts satisfactory delivery of equipment from the bidder. The warranty contract shall be solely with the bidder and the bidder shall be responsible for ensuring all warranty work is satisfactorily completed on any component of the unit. All details of warranties shall be included with the bid.

State name, address and phone number of nearest authorized maintenance representative:

Jeremiah Kidd 505-501-4769
29 Hidden Valley Rd
Santa Fe, NM 87505

DELIVERY

Bids shall include all costs of delivery to the City of Santa Fe, the specific location to be as designated by City staff. Unit shall be completely operational and ready for use.

Date of delivery after notice to proceed:

14 calendar days.

Bidder SHALL INCLUDE descriptive material such as charts, plans, drawings, photographs, diagrams, illustrations, written descriptions and manufacturer's literature with specifications with the bid. Additional information or details may be required after the bid opening. Bids may be disqualified if such information is not adequate to make a reasonably informed decision as to qualify, design, capabilities, etc.

The City reserves the right to alter quantities based on availability of budget. If this will alter the bid amount, the bidder must note the percent increase for lesser quantities.

BIDDER'S:

San Isidro Permaculture Inc
Firm

29 Hidden Valley Rd, Santa Fe, NM 87505
Address

Authorized Signature

Jeremiah T. Kidd
Print Name

President
Position

505-983-3841
Phone Number

505-922-3201
Fax Number

February 15, 2020
DATE

N.M. RESIDENT PREFERENCE NUMBER (if applicable): 1155133560

TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED

Bid Items	Unit	Unit Price	Total
Brush Removal - 25% Ground Cover	1 SQYD	$32.77	$32.77
Brush Removal - 50% Ground Cover	1 SQYD	$37.45	$37.45
Brush Removal - 75% Ground Cover	1 SQYD	$42.13	$42.13
Brush Removal - 100% Ground Cover	1 SQYD	$46.81	$46.81
Shrubs, Perennials & Grass Removal - 25% Ground Cover	1 SQYD	$32.77	$32.77
Shrubs, Perennials & Grass Removal - 50% Ground Cover	1 SQYD	$37.45	$37.45
Shrubs, Perennials & Grass Removal - 75% Ground Cover	1 SQYD	$42.14	$42.14
Shrubs, Perennials & Grass Removal - 100% Ground Cover	1 SQYD	$46.81	$46.81
Mowing	1 SQYD	$0.12	$0.12
Weed-Eating	1 SQYD	$0.53	$0.53
Tree Removal 0"-3" DBH	1	$13.14	$13.14
Tree Removal 4" - 7" DBH	1	$26.28	$26.28
Tree Removal 8" - 9" DBH	1	$52.55	$52.55
Tree Removal 10" - 12" DBH	1	$210.22	$210.22
Tree Removal 13" - 16" DBH	1	$420.43	$420.43
Tree Removal 17" - 24" DBH	1	$630.65	$635.65
Tree Removal 25" - 30" DBH	1	$2,990.26	$2,990.26
Tree Removal 31" - 36" DBH	1	$3,982.42	$3,982.42
Tree Removal 37" - 42" DBH	1	$4,478.50	$4,478.50
Tree Removal 43" - 48" DBH	1	$4,726.54	$4,726.54

Rates for Miscellaneous Services				
Mobilization - Staging Area	1	$440.38	$440.38	
Clean Up - Staging Area	1	$440.38	$440.38	
Clear and Grubbing	1 SQYD	$2.69	$2.69	
Pruning Herbaceous Plants	1 SQYD	$31.20	$31.20	
Pruning Woody Plants	1 SQYD	$46.82	$46.82	
Re-Vegetation Seeding	1000 SQFT	$380	$380	
Establishment Watering - Seeding	1000 SQFT	$900	$900	Per 1/4" Water
Fertilization	1 SQYD	$1.24	$1.24	
Spraying (IPM Approved)	1 SQYD	$1.24	$1.24	
Stump Grinding	1	$642.84	$642.84	Per 20-28" Tre
Chipping	2	$465.08	$465.08	
Green Waste Tipping Fee	1	$645.12	$645.12	
General Waste Tipping Fee	1	$714.02	$714.02	
Diagnosis, project estimates, and troubleshooting – Hourly Rate	1	$65	$65	
Port-A-Potty	1 Week	$172.25	$172.25	
~~% Markup on all miscellaneous materials~~	~~———~~	~~30%~~	~~30%~~	N/A

% Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered		0	0

Wage Rates for Projects Under $60,000.00			
Superintendent – Regular Hourly Rate	1	$65	$65
Superintendent – Overtime Hourly Rate	1	$97.50	$97.50
Journeyman or Experienced Worker – Regular Hourly Rate	1	$45	$45
Journeyman or Experienced Worker – Overtime Hourly Rate	1	$67.50	$67.50
Laborer – Regular Hourly Rate	1	$40	$40
Laborer – Overtime Hourly Rate	1	$60	$60
Wage Rates for Projects Over $60,000.00			
Superintendent – Regular Hourly Rate	1	$65	$65
Superintendent – Overtime Hourly Rate	1	$97.50	$97.50
Journeyman or Experienced Worker – Regular Hourly Rate	1	$45	$45
Journeyman or Experienced Worker – Overtime Hourly Rate	1	$67.50	$67.50
Laborer – Regular Hourly Rate	1	$40	$40
Laborer – Overtime Hourly Rate	1	$60	$60

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE San Isidro Permaculture, Inc.
29 Hidden Valley Road, Santa Fe, NM 87505
as Principal, hereinafter called the Principal, and Old Republic Surety Company
P. O. Box 1635, Milwaukee, WI 53201-1635
a corporation duly organized under the laws of the State of WI
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Santa Fe
200 Lincoln Ave. RM 122, Santa Fe, NM 87501
as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid
Dollars ($ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for RFB #20/15/B On-Call Vegetation Services, Santa Fe, NM.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 7th day of February, 2020

(Witness)

San Isidro Permaculture, Inc.
(Principal) (Seal)
By: President
(Title)

Alejandra Gonzales
(Witness)
Client Service Agent

Old Republic Surety Company
(Surety) (Seal)
By: Susan D. Martin
Attorney-in-Fact Susan D. Martin (Title)

AIA DOCUMENT A310 ● BID BOND ● AIA ● FEBRUARY 1970 ED. ● THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

SUPPLEMENT TO BID FORMS
(00 4300-4500)

(00 4313) BID SECURITY FORM

Review and Approval: This Bond has been executed by a Surety named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, United States Treasury Department.

Approved:

Jeremiah Kidd
Owner's Representative or Governing Authority

DATE: February 17, 2020

THIS FORM MUST ACCOMPANY THE BID BOND

THIS FORM MUST BE
USED BY SURETY

(06 4S17) AGENT'S AFFIDAVIT

BID SECURITY FORM

(To be filled in by Agent)

STATE OF New Mexico)
) ss.
COUNTY OF Bernalillo)

Susan D. Martin being first duly sworn deposes and says:

that he is the duly appointed agent for Old Republic Surety Company and licensed in the State of New Mexico. Deponent further states that a certain bond given to indemnify the State of New Mexico

in connection with the construction of RFB #20/15/B On-Call Vegetation Services. Santa Fe, NM

dated 18th day of February 20 20, executed by

San Isidro Permaculture, Inc.

contractor, as principal and Old Republic Surety Company, as surety, signed by this deponent, and deponent further states that said bond was written, signed, and delivered by him; that the premium on the same has been or will be collected by him; and that the full commission thereon has been or will be retained by him.

Susan D. Martin

Susan D. Martin

Subscribed and sworn to before me, a notary public in and for the County of Bernalillo, this 7th day of February 20 20.

Notary Public

Alexandria Gonzales

My Commission expires: February 8, 2023

Agent's Address: HUB International Insurance Services Inc.

PO Box 90756 Albuquerque, NM 87199

Telephone: 505-828-4000

OFFICIAL SEAL
Alexandria Gonzales
NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires: February 8, 2023

8

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

MICHAEL T. BYRD, DAVID C. MITCHIE, SUSAN D. MARTIN, THOMAS M. PADILLA, OF ALBUQUERQUE, NM

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding $50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, [illegible] bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantee of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or those bonds [illegible] as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is and valid unless [illegible] [illegible] and is [illegible]. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 19TH day of JUNE, 2019.

OLD REPUBLIC SURETY COMPANY

Assistant Secretary

SEAL

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 19TH day of JUNE, 2019, personally came before me, Alan Pavlic and Kevin Abitz, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

NOTARY PUBLIC

Kathryn R. Pearson
Notary Public

My commission expires: 9/28/2022

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

51-1943

Signed and sealed at the City of Brookfield, WI this 7TH day of February, 2020.

SEAL

Assistant Secretary

HUB INT'L INSURANCE SVCS INC

[illegible]

(00 4518) SUBCONTRACTOR LISTING

Note: A subcontractor that submits a bid valued at more than fifty thousand dollars ($60,000) for a city project that is subject to the Public Works Minimum Wage Act 13-4-10 NMSA 1978) shall be registered with the labor and industrial division of the labor department. For this project, list below all subcontractors with more than $5,000 work.

Section 00430

TRADE	NAME	ADDRESS	TELEPHONE#	LICENSE #	NM DEPT. OF LABOR REGISTRATION #	SUBCONTRACTOR SIGNATURE - TO BE OBTAINED AFTER AWARD OF CONTRACT
Rodent Control	Rocky Mountain Tim Bevins	PO Box 751 Springer, NM	575-483-5059	633346		Kyle Goodyear

(00 4518) SUBCONTRACTOR LISTING

Note: A subcontractor that submits a bid valued at more than fifty thousand dollars ($60,000) for a city project that is subject to the Public Works Minimum Wage Act 13-4-10 NMSA 1978) shall be registered with the labor and industrial division of the labor department. For this project, list below all subcontractors with more than $5,000 work.

Section 00430

TRADE	NAME	ADDRESS	TELEPHONE#	LICENSE #	NM DEPT. OF LABOR REGISTRATION #	SUBCONTRACTOR SIGNATURE - TO BE OBTAINED AFTER AWARD OF CONTRACT
Arborist,	Very Good Tree Service,	Ryan Brenteson, 729 Baca St. 87505.	505-819-3649. Live eve #: 224355.		Dept. Labor Account #10036533	

(00 4519) NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF New Mexico)
COUNTY OF Santa Fe) ss.

Jeremiah Kidd being first duly sworn, deposes and says that:

1) He is the President of San Isidro Permaculture Inc the Bidder that has submitted and attached Bid;

2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3) Such Bid is genuine and is not a collusive or sham Bid;

4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with the Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Santa Fe, or any person interested in the proposed Contract; and

5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

By: [signature]
Title: President

Subscribed and sworn to before me this 18th day of February 2021

Notary Public [signature]

My Commission expires: 1.7.21

OFFICIAL SEAL
CAROLYN AGARD
Notary Public
State of New Mexico
My Comm. Expires 1.7.21

(00 4533) CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to construction contracts and related subcontracts exceeding $10,000 which are not exempt from the Equal Opportunity Clause.)

The construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. The construction contractor agrees that (except where he has obtained identical certifications from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed SUBCONTRACTORS prior to the award of subcontracts exceeding $10,000 which are not exempt from the provision of the Equal Opportunity Clause and that he will retain such certifications in his files.

By: Jeremiah Kidd
Title: President

Subscribed and sworn to before me this 18th day of February, 20 20

Notary Public

My Commission expires: 1.7.21

(00 4546) CERTIFICATION OF EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any Bidder or perspective contractor, or any of their proposed Subcontractors, shall state as an initial part of the Bid or negotiations of the Contract whether he has participated in any previous Contract or subcontract subject to the equal opportunity clause; and, if so, whether he has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Bidder has not filed a compliance report due under applicable instructions, such Bidder shall be required to submit a compliance report within seven calendar days after Bid opening. No Contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: San Isidro Permaculture Inc

Address: 29 Hidden Valley Rd
Santa Fe, NM 87505

1. Bidder has participated in a previous Contract or subcontract subject to the equal Opportunity Clause.

   X Yes _____ No

2. Compliance reports were required to be filed in connection with such Contract or subcontract.

   X Yes _____ No

Certification - The information above is true and complete to the best of my knowledge and belief.

Jeremiah T. Kidd, President
Name and Title of Signer (please type)

Signature

February 15, 2020
Date

Gary Johnson
Governor

STATE OF NEW MEXICO
REGULATION AND LICENSING DEPARTMENT

Kelly S. Ward
Superintendent

CONSTRUCTION INDUSTRIES DIVISION
725 St. Michael's Drive
Santa Fe, New Mexico 87501

Robert Unthank
Director

This is to certify that:

SAN ISIDRO PERMACULTURE INC.

PERMANENT LICENSE #87665

Located at: *1517 Camino Sierra Vista; Santa Fe, NM 87501*

Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification of :

GB98

And to permit or contract projects singly in New Mexico of a dollar amount of up to:

$1,000,000

Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on

October 21, 2002

Signature of Contractor

Robert Unthank
Director

NOTE: This Certificate is now and shall remain the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered at any time upon demand. This license is not transferable.

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: SAN ISIDRO PERMACULTURE INC

DBA: SAN ISIDRO PERMACULTURE, INC
29 HIDDEN VALLEY RD
SANTA FE, NM 87505-8141

Expires: 04-Sep-2021

Certificate Number:

L1551335600

John Monforte, *Acting Cabinet Secretary*

THIS CERTIFICATE IS NOT TRANSFERABLE

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3201744**

Contractor: **San Isidro Premaculture Inc**

Description: **This PSA is for OnCall Vegetative Professional Management Services for drainageways, open space, Trails, ROW and parks**

Contract [◉] Agreement [○] Lease / Rent [○] Amendment [○]

Term Start Date: **TBD** Term End Date: **03/25/2024**

[☐] Approved by Council Date: **TBD**

Contract / Lease: 4 year contract/Multiple award- ITB# 20/15/B "On Call Vegetation Management Svcs"

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)
4 Year Contract 6/30/2024. Multiple award from ITB 20/15/B "On Call Vegetation Management Services" Public Works($300k. + On Call funds) Parks and Recreation ($300k. + On Call Funds)

3. **Procurement History:** **First year of Four year PSA**

Fran Dunaway, CPO 3/30/20 — Purchasing Officer Review: **3/30/2020** — Date:

Comment & Exceptions: _____

4. **Funding Source:** **Various** **Org / Object:** **Various**

Alexis Lotero — Budget Officer Approval: _____ — Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Amanda Archuleta** Phone # **6631**

Email: **ajarchuleta@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Streamer LLC, Seeds of Wisdom LLC, San Isidro Premaculture Inc

Procurement Title: On-Call Vegetative Management Professional Services

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 Public Works Staff Name Melissa A. McDonald

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:

Melissa McDonald - River & Watershed Manager

Department Rep Printed Name (attesting that all information included) Title Date

Fran Dunaway, CPO 3/30/20

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.

SANISID-01 LQUINTANA

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/21/2020

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:
INSURED San Isidro Permaculture Inc 29 Hidden Valley Rd Santa Fe, NM 87505	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Depositors Insurance Company — 42587 INSURER B : Nationwide Mutual Insurance Company — 23787 INSURER C : New Mexico SW Casualty Co 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							
	CLAIMS-MADE X OCCUR			ACPGLDO7266340980	9/30/2019	9/30/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							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:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			ACPBAPC7266340980	9/30/2019	9/30/2020	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)	$
								$
	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) Y/N: Y	N/A		81410107	1/23/2020	1/23/2021	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
B	Leased/Rented Equip			ACPCIM72466340980	9/30/2019	9/30/2020	$1000 ded	100,000

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

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

Signature: Jeremiah Kidd
Jeremiah Kidd (Jun 23, 2020 19:43 MDT)

Email: jeremiah@sipermaculture.com

City of Santa Fe Contract
On-Call Vegetation Management Services for the Public Works Department River Watershed Section and the Parks Division

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Steamer Inc., dba Proscapes Landscape Management** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Agreement Administrator" means the individual appointed by the City to administer the Price Agreement.

B. "Products and Services Schedule" refers to the complete list of 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.

C. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

D. "Price Agreement" means a definite quantity contract or indefinite quantity contract which requires the Contractor to furnish items of tangible personal property or service to the procuring agency which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

E. "You" and "your" refers **Steamer Inc., dba Proscapes Landscape Management** "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

The Contractor shall provide On-Call Vegetation Management service work for the City of Santa Fe Public Works Department River and Watershed Section and the Parks Division including, but not limited to:

1) On-Call Contract for Vegetation Management Services for the maintenance work required for City of Santa River, Arroyos, Drainages, Floodplains, Parks, Open Spaces, Trails, Right of Ways and Medians in Santa Fe, New Mexico. This work will include – but is not limited to, mowing, weed-eating, brush removal, clearing and grubbing, tree removal, stump grinding, chipping, planting, seeding, re-vegetation, watering, herbaceous and woody pruning, fertilization, spraying (with approval from the City's Integrated Pest Manager), excavation, erosion control, stormwater BMPs, fine grading, clean-up and green waste / waste disposal.

2) The Contractor shall be required to provide on-call Vegetation Management Services for any number of the activities listed under Scope of Work upon the request of the City. Once a need is identified, the City will issue

a written Task Order to the Contractor detailing the services required. Upon receiving the City's request for services, the Contractor shall promptly provide the City with an estimate (based upon the rates submitted in the Bid Form), cost summary, and project schedule required to complete the assignment or task. Project schedules, negotiated price, and completion dates shall be determined on a project by project basis and dependent upon the urgency of that task. The Contractor may be required to do some of the work in phases. The Contractor shall be required to provide the requested labor and all equipment and materials within one week of a request issuance of a Notice to Proceed. The Contractor shall agree to provide required labor within 24 hours for emergency situations.

3) City of Santa Fe Public Works Department River and Watershed Section employees shall be able to utilize this On-Call Contract as needed and as funding is available. All other City of Santa Fe departments and divisions outside of the River and Watershed Section will only be authorized to utilize this On-Call Contract with prior, written approval of the scope of work, from the River and Watershed Section Manager, before commencing any work applicable to this On-Call Contract.

4) Contractor is responsible for all required permits and licenses required to perform this work. This may include, but is not limited to, the Contractor being licensed with a GB-98 (General Building) License, a Registered Landscape Architect, Urban Forester, Licensed Arborist.

5) Contractor shall be responsible for adherence to the Contract Documents, Construction Documents, Specifications and approved directives. This responsibility shall include, but is not limited to, adherence to ANSI 300 standards for all tree work, to NMDOT standards for all revegetation seeding work and the City of Santa Fe Integrated Pest Management Program for all projects.

6) Contractor shall be responsible for any applicable Local, County, State and Federal requirements and permits including, but not limited to, the City of Santa Fe's Stormwater Pollution Prevention Program and Stormwater BMPs.

7) Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions for bidding. Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with their work.

See attached proposal and bid sheet from Contractor dated February 18, 2020 and marked Exhibit "A" attached hereto and made a part thereof.

3. **Compensation**

The City shall pay the Contractor for on-call services performed based upon a time and materials basis not to exceed each Deliverable item as listed here.

Deliverable item:	U/I (unit of issue)	Price
01 On-Call Vegetation Management Services		$600,000.00

The total compensation under this Agreement shall not exceed **$650,625.00 – Including Applicable New Mexico gross receipts tax (8.4375%).**

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. Issuance of Orders - Only written signed orders are valid under this Price Agreement. A Purchase Order is the approved form for the City issuing Contract Orders under this Price Agreement.

C. 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 **6/30/2024**. This Agreement shall not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) 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**

A. Neither this price Agreement nor any orders placed under this price Agreement, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Contractor, except as set forth in subparagraph 10B below or as expressly authorized in writing by the City. No such assignment or transfer shall relieve the Contractor from the obligations and liabilities under this price Agreement.

B. Contractor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the City as to goods, services, and materials purchased in connection with this bid are hereby assigned to the City.

11. **Subcontracting**

The Contractor shall not subcontract any portion of any services to be performed under this Agreement without written approval 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. **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.

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.

Melissa A. McDonald, River and Watershed Manager
City of Santa Fe, Public Works Dept. River and Watershed Section
mamcdonald@santafenm.gov
505-955-6840
PO Box 909 Santa Fe, New Mexico 87504

To Contractor:
Steamer Inc, dba Proscapes Landscape Management
1512 Pacheco St. Suite A202
Santa Fe, New Mexico
87594-3672

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,
CITY MAYOR

DATE:_____

CONTRACTOR:
Steamer Inc, dba Proscapes Landscape Management

Sean Gabriel

Sean Gabriel,
President

DATE:_____

CRS#03-199079-7
Registration #121524

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

2/24/10
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

MARY MCCOY
FINANCE DIRECTOR

Business Unit Line Item: Various

EXHIBIT A

CITY OF SANTA FE BID FORM
BID # 20/15/B

EXCEPTIONS TO SPECIFICATIONS
Bidder is required to return three (3) complete copies of these specifications, completely furnishing all information requested. All requested information, data, literature, drawings, etc. must be included with the bid submitted.

Bidder must check one of the following:

a. (✓) All specifications, terms and conditions are met.
b. ()Exceptions have been taken and noted on attached sheet (s).

All variations and/or exceptions to the specifications must be documented, referencing applicable paragraph (s) and explained in detail. Attach as many pages as necessary. If no exceptions are taken, it will be assumed that the bid meets all specifications and terms and conditions as stated in this complete bid package. Failure to list exceptions may disqualify bid. Delivery of non-conforming goods is at the expense of the bidder and/or other penalties.

All other specifications not detailed herein shall be as listed in the manufacturer's printed literature for the current standard model. Manufacturer's printed literature and specifications sheets shall be submitted with the bid.

Exceptions will not necessarily eliminate the bid. City staff shall determine acceptance or non-acceptance of exceptions. Unless otherwise noted and approved, it is assumed that delivery of the unit shall be as stated.

Signed submission of this bid represents that the bidder has accepted all terms, conditions and requirements of the bid unless a written exception is made and, if awarded, the bid will represent the agreement between the parties. Additionally, by signing this bid, the bidder warrants that there was no collusion of any kind in submission of this bid.

WARRANTIES
Warranty required for material and workmanship for minimum of one year unless otherwise stated in the bid. Warranties shall begin when the City accepts satisfactory delivery of equipment from the bidder. The warranty contract shall be solely with the bidder and the bidder shall be responsible for ensuring all warranty work is satisfactorily completed on any component of the unit. All details of warranties shall be included with the bid.

State name, address and phone number of nearest authorized maintenance representative:

Sean Grunell (505-921-6063)
1512 Pacheco St. Suite A202
Santa Fe, NM 87505

DELIVERY

Bids shall include all costs of delivery to the City of Santa Fe, the specific location to be as designated by City staff. Unit shall be completely operational and ready for use.

Date of delivery after notice to proceed:

1 calendar days.

Bidder SHALL INCLUDE descriptive material such as charts, plans, drawings, photographs, diagrams, illustrations, written descriptions and manufacturer's literature with specifications with the bid. Additional information or details may be required after the bid opening. Bids may be disqualified if such information is not adequate to make a reasonably informed decision as to qualify, design, capabilities, etc.

The City reserves the right to alter quantities based on availability of budget. If this will alter the bid amount, the bidder must note the percent increase for lesser quantities.

BIDDER'S:

Steamer Inc. dba Proscape Landscape Management
Firm

1512 Pacheco St. Suite A202 Santa Fe, NM 87505
Address

Authorized Signature

Sean Gabriel
Print Name

Dir. of Operations
Position

505-721-6063
Phone Number

505-982-0432
Fax Number

2/12/20
DATE

N.M. RESIDENT PREFERENCE NUMBER (if applicable): L0906390192

TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED

Bid Items	Unit	Unit Price	Total
Brush Removal - 25% Ground Cover	1 SQYD	1.30	1.30
Brush Removal - 50% Ground Cover	1 SQYD	2.35	2.35
Brush Removal - 75% Ground Cover	1 SQYD	2.45	2.45
Brush Removal - 100% Ground Cover	1 SQYD	2.80	2.80
Shrubs, Perennials & Grass Removal - 25% Ground Cover	1 SQYD	1.30	1.30
Shrubs, Perennials & Grass Removal - 50% Ground Cover	1 SQYD	2.25	2.25
Shrubs, Perennials & Grass Removal - 75% Ground Cover	1 SQYD	2.90	2.90
Shrubs, Perennials & Grass Removal - 100% Ground Cover	1 SQYD	3.00	3.00
Mowing	1 SQYD	.22	.22
Weed-Eating	1 SQYD	.29	.29
Tree Removal 0"-3" DBH	1	168.-	168.-
Tree Removal 4" - 7" DBH	1	320.-	320.-
Tree Removal 8" - 9" DBH	1	460.-	460.-
Tree Removal 10" - 12" DBH	1	590.-	590.-
Tree Removal 13" - 16" DBH	1	750.-	750.-
Tree Removal 17" - 24" DBH	1	1,390.-	1,390.-
Tree Removal 25" - 30" DBH	1	2,650.-	2,650.-
Tree Removal 31" - 36" DBH	1	2,940.-	2,940.-
Tree Removal 37" - 42" DBH	1	3,210.-	3,210.-
Tree Removal 43" - 48" DBH	1	3,580.-	3,580.-

Rates for Miscellaneous Services			
Mobilization - Staging Area	1	300.- P/month	
Clean Up - Staging Area	1	150.- P/month	
Clear and Grubbing	1 SQYD	3.75	3.75
Pruning Herbaceous Plants	1 SQYD	2.75	2.75
Pruning Woody Plants	1 SQYD	1.45	1.45
Re-Vegetation Seeding	1000 SQFT	785.-	785.-
Establishment Watering - Seeding	1000 SQFT	575.- P/week	
Fertilization	1 SQYD	.40	.40
Spraying (IPM Approved)	1 SQYD	.44	.44
Stump Grinding	1	350.-	350.-
Chipping	1	125 P/hour	
Green Waste Tipping Fee	1	135.00 P/load	
General Waste Tipping Fee	1	168.- P/trip	
Diagnosis, project estimates, and troubleshooting – Hourly Rate	1	20.-	20.-
Port-A-Potty	1 Week	89.-	89.-
~~% Markup on all miscellaneous materials~~		~~0~~	~~0~~

% Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered		Ø	Ø

Wage Rates for Projects Under $60,000.00			105.-
Superintendent – Regular Hourly Rate	1	105.-	105.-
Superintendent – Overtime Hourly Rate	1	105.-	105.-
Journeyman or Experienced Worker – Regular Hourly Rate	1	55.-	55.-
Journeyman or Experienced Worker – Overtime Hourly Rate	1	70.-	70.-
Laborer – Regular Hourly Rate	1	35.-	35.-
Laborer – Overtime Hourly Rate	1	45.-	45.-
Wage Rates for Projects Over $60,000.00			
Superintendent – Regular Hourly Rate	1	105.-	105.-
Superintendent – Overtime Hourly Rate	1	105.-	105.-
Journeyman or Experienced Worker – Regular Hourly Rate	1	55.-	55.-
Journeyman or Experienced Worker – Overtime Hourly Rate	1	70.-	70.-
Laborer – Regular Hourly Rate	1	36.-	36.-
Laborer – Overtime Hourly Rate	1	46.-	46.-

Brown & Brown INSURANCE

February 12, 2020

City of Santa Fe
Purchasing Office
City of Santa Fe
200 Lincoln Ave. Room 122
Santa Fe, NM 87501

Dear Ms. Melissa McDonald,

Enclosed please find the bid bonds for Steamer, Inc. dba Proscape Landscape Management.

We did one bond for $300,000 for the Parks and Recreation division and did the second bond for another $300,000 for Roadyways, Trail & Engineering Public Works Department for a total of $600,000 on the bonds.

Please let me know if you have any questions.

Sincerely,

Amy L. Perez, CIC, CISR, ACSR
Santa Fe Operations Leader
Brown & Brown of New Mexico, Inc.

Brown & Brown INSURANCE
Amy L. Perez, CIC, CISR, ACSR
Team Leader

1660 Old Pecos Trail, Suite D
Santa Fe, NM 87505
Phone: (505) 455-7355 • Fax: (505) 455-7055
Email: aperez@bbnm.com

Brown & Brown of New Mexico
1660 Old Pecos Trail Suite D
Santa Fe, NM 87505
Phone – 505-455-7355 / Fax 505-455-7055
Cell phone – 505-204-1129

Liberty Mutual SURETY

The Ohio Casualty Insurance Company

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

Steamer, Inc. dba Proscape Landscape Management

of Santa Fe, NM

(hereinafter called the Principal) as Principal, and The Ohio Casualty Insurance Company , with its principal office in the City of Keene , New Hampshire (hereinafter called the Surety), as Surety, are held and firmly bound unto City of Santa Fe Roadways, Trails & Engineering Public Works Department

of Santa Fe, NM

(hereinafter called the Obligee) in the penal sum of

Three Hundred Thousdand Dollars

Dollars $ 300,000.00 lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid dated 02/18/2020 for

On call vegetation services

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void: otherwise to remain in full force and virtue.

Signed, sealed and dated: 02/12/2020

Steamer, Inc. dba Proscape Landscape Management
(Principal)

By: _____
Kristen Vernon / President

The Ohio Casualty Insurance Company

By: _____
(Attorney-in-Fact)

S-137-Rev.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8202991-969740

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Kimberlee Haines, Venessa Kim, Lorenzo Lucero, Shane Neal, J. Conner Payne, Amy Perez, Yolanda Vigil

all of the city of Albuquerque state of NM each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of January, 2020.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 22nd day of January 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of Feb, 2020.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

LMS-12873 LMIC OCIC WAIC Multi Co_12/15

Liberty Mutual SURETY

The Ohio Casualty Insurance Company

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

Steamer, Inc. dba Proscape Landscape Management

of Santa Fe, NM

(hereinafter called the Principal) as Principal, and The Ohio Casualty Insurance Company , with its principal office in the City of Keene , New Hampshire (hereinafter called the Surety), as Surety, are held and firmly bound unto City of Santa Fe Parks & Recreation Division

of Santa Fe, NM

(hereinafter called the Obligee) in the penal sum of

Three Hundred Thousdand Dollars

Dollars $ 300,000.00 lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid dated 02/18/2020 for

On call vegetation services

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise to remain in full force and virtue.

Signed, sealed and dated: 02/12/2020

Steamer, Inc. dba Proscape Landscape Management
(Principal)

By: _____
Kristen Vernon / President

The Ohio Casualty Insurance Company

By: _____
(Attorney-in-Fact)

S-137-Rev.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8202991-969740

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Kimberlee Haines, Venessa Kim, Lorenzo Lucero, Shane Neal, J. Connor Payne, Amy Perez, Yolanda Vigil

all of the city of Albuquerque state of NM each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of January, 2020.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss:

On this 22nd day of January, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of Feb. 2020.

By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

SUPPLEMENT TO BID FORMS
(00 4300-4500)

(00 4313) BID SECURITY FORM

Review and Approval: This Bond has been executed by a Surety named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, United States Treasury Department.

Approved:

_____ DATE:

Owner's Representative or Governing Authority

THIS FORM MUST ACCOMPANY THE BID BOND

SEE ATTACHED BONDS

THIS FORM MUST BE USED BY SURETY

(00 4517) AGENT'S AFFIDAVIT

BID SECURITY FORM

(To be filled in by Agent)

STATE OF New Mexico)
) ss.
COUNTY OF Santa Fe)

Amy L. Perez
sworn deposes and says: being first duly

that he is the duly appointed agent for
The Ohio Casualty Insurance Company
and licensed in the State of New Mexico. Deponent further states that a certain bond given to indemnify the State of New Mexico

in connection with the construction of
On call vegetation services

dated February day of 12, 2020 executed by
Steamer, Inc. dba Proscape Landscape Management

contractor, as principal and The Ohio Casualty Insurance Company, as surety, signed by this deponent; and deponent further states that said bond was written, signed, and delivered by him; that the premium on the same has been or will be collected by him; and that the full commission thereon has been or will be retained by him.

Amy L Perez
AGENT - AMY L. PEREZ

Subscribed and sworn to before me, a notary public in and for the County of Santa Fe, this 12th day of February 2020

My Commission expires: 7/29/2023

Agent's Address: 1660 Old Pecos Trail Suite D
Santa Fe, NM 87505

Telephone: 505-455-7355

Yvonne A Madrid
NOTARY SIGNATURE

OFFICIAL SEAL
Yvonne A. Madrid
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 7/29/2023

(00 4518) SUBCONTRACTOR LISTING

Note: A subcontractor that submits a bid valued at more than fifty thousand dollars ($60,000) for a city project that is subject to the Public Works Minimum Wage Act 13-4-10 NMSA 1978) shall be registered with the labor and industrial division of the labor department. For this project, list below all subcontractors with more than $5,000 work.

Section 00430

TRADE	NAME	ADDRESS	TELEPHONE#	LICENSE #	NM DEPT. OF LABOR REGISTRATION #	SUBCONTRACTOR SIGNATURE - TO BE OBTAINED AFTER AWARD OF CONTRACT

(00 4519) NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF New Mexico)
)ss.
COUNTY OF Santa Fe)

Sean Gabriel, being first duly sworn, deposes and says that:

1) He is the Director of Operations of Steamer Inc dba Pleasant Landscape Management the Bidder that has submitted and attached Bid;

2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3) Such Bid is genuine and is not a collusive or sham Bid;

4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with the Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Santa Fe, or any person interested in the proposed Contract; and

5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

By: [signature]

Title: Director of Operations

Subscribed and sworn to before me this 12th day of February 2020

[signature]
Notary Public

My Commission expires: 7/29/2023

(00 4546) CERTIFICATION OF EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any Bidder or perspective contractor, or any of their proposed Subcontractors, shall state as an initial part of the Bid or negotiations of the Contract whether he has participated in any previous Contract or subcontract subject to the equal opportunity clause; and, if so, whether he has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Bidder has not filed a compliance report due under applicable instructions, such Bidder shall be required to submit a compliance report within seven calendar days after Bid opening. No Contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: Steams Inc dba Pinescape Landscape Management

Address: 1512 Pacheco St Suite A202

Santa Fe, NM 87505

1. Bidder has participated in a previous Contract or subcontract subject to the equal Opportunity Clause.

   _____ Yes _____X_____ No

2. Compliance reports were required to be filed in connection with such Contract or subcontract.

   _____ Yes _____X_____ No

Certification - The information above is true and complete to the best of my knowledge and belief.

Sean Gabriel, Dir of Operations

Name and Title of Signer (please type)

Signature

2/12/20

Date

(00 4533) CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to construction contracts and related subcontracts exceeding $10,000 which are not exempt from the Equal Opportunity Clause.)

The construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means: any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas; time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. The construction contractor agrees that (except where he has obtained identical certifications from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed SUBCONTRACTORS prior to the award of subcontracts exceeding $10,000 which are not exempt from the provision of the Equal Opportunity Clause and that he will retain such certifications in his files.

By: _____
Title: Director of Operations

Subscribed and sworn to before me this 13th day of February 2020

Notary Public

My Commission expires: 7/29/2023

OFFICIAL SEAL
Yvonne A. Madrid
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 7/29/2023

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: STEAMER, INC.

DBA: PROSCAPE LANDSCAPE MANAGEMENT
1512 PACHECO ST STE A202
SANTA FE, NM 87505-5104

Expires: 04-Feb-2023

Certificate Number:

L0906390192

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3201742**

Contractor: **Streamer Inc, DBA Proscapes Landscaping Management**

Description: **This PSA is for OnCall Vegetative Professional Management Services for drainageways, open space, Trails, ROW and parks**

Contract [◉] Agreement [○] Lease / Rent [○] Amendment [○]

Term Start Date: **TBD** Term End Date: **03/25/2024**

[☐] Approved by Council Date: **TBD**

Contract / Lease: 4 year Contract- Multiple Award -ITB # 20/15/B "On Call Vegetation Management Svcs"

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)
4 Year Contract 6/30/2024. Multiple award from ITB 20/15/B "On Call Vegetation Management Services" Public Works($300k. + On Call funds) Parks and Recreation ($300k. + On Call Funds)

3. **Procurement History:** **First year of Four year PSA**

Fran Dunaway, CPO 3/30/20 — Purchasing Officer Review: **3/30/2020** — Date:

Comment & Exceptions: _____

4. **Funding Source:** **Various** **Org / Object:** **Various**

Alexis Lotero — Budget Officer Approval: _____ — Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Amanda Archuleta** Phone # **6631**

Email: **ajarchuleta@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Streamer LLC, Seeds of Wisdom LLC, San Isidro Premaculture Inc

Procurement Title: On-Call Vegetative Management Professional Services

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 Public Works Staff Name Melissa A. McDonald

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:

Melissa McDonald - River & Watershed Manager
Department Rep Printed Name (attesting that all information included) Title Date

Fran Dunaway, CPO 3/30/20
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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/12/2020

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 Brown & Brown Insurance of New Mexico, Inc. 1660 Old Pecos Trail Suite D Santa Fe NM 87505	CONTACT NAME: Amy Perez CIC CISR ACSR PHONE (A/C, No, Ext): (505) 455-7355 FAX (A/C, No): E-MAIL ADDRESS: aperez@bbnm.com
INSURED Steamer Inc Proscape Landscape Management Santa Fe Ecowood P 1512 Pacheco St Ste A202 Santa Fe NM 87505	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Ohio Security Insurance Company — 24082 INSURER B: The Ohio Casualty Insurance Company — 24074 INSURER C: New York Marine And General Insurance Company INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 19/20 GL 20/21 WC **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 GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			BKS60132808	09/01/2019	09/01/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BAS60132808	09/01/2019	09/01/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Medical payments	$ 5,000
B	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			USO60132808	09/01/2019	09/01/2020	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC100-0006124	01/01/2020	01/01/2021	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

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

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

Kara Dominguez

© 1988-2015 ACORD CORPORATION. All rights reserved.

Signature: 
Sean Gabriel (Jan 21, 2020 14:19 MST)

Email: office@proscapenm.com

City of Santa Fe Contract
On-Call Vegetation Management Services for the Public Works Department River Watershed Section and the Parks Division

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Seeds of Wisdom, LLC** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Agreement Administrator" means the individual appointed by the City to administer the Price Agreement.

B. "Products and Services Schedule" refers to the complete list of 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.

C. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

D. "Price Agreement" means a definite quantity contract or indefinite quantity contract which requires the Contractor to furnish items of tangible personal property or service to the procuring agency which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

E. "You" and "your" refers **Seeds of Wisdom** "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

The Contractor shall provide On-Call Vegetation Management service work for the City of Santa Fe Public Works Department River and Watershed Section and the Parks Division including, but not limited to:

1) On-Call Contract for Vegetation Management Services for the maintenance work required for City of Santa River, Arroyos, Drainages, Floodplains, Parks, Open Spaces, Trails, Right of Ways and Medians in Santa Fe, New Mexico. This work will include – but is not limited to, mowing, weed-eating, brush removal, clearing and grubbing, tree removal, stump grinding, chipping, planting, seeding, re-vegetation, watering, herbaceous and woody pruning, fertilization, spraying (with approval from the City's Integrated Pest Manager), excavation, erosion control, stormwater BMPs, fine grading, clean-up and green waste / waste disposal.

2) The Contractor shall be required to provide on-call Vegetation Management Services for any number of the activities listed under Scope of Work upon the request of the City. Once a need is identified, the City will issue a written Task Order to the Contractor detailing the services required. Upon

receiving the City's request for services, the Contractor shall promptly provide the City with an estimate (based upon the rates submitted in the Bid Form), cost summary, and project schedule required to complete the assignment or task. Project schedules, negotiated price, and completion dates shall be determined on a project by project basis and dependent upon the urgency of that task. The Contractor may be required to do some of the work in phases. The Contractor shall be required to provide the requested labor and all equipment and materials within one week of a request issuance of a Notice to Proceed. The Contractor shall agree to provide required labor within 24 hours for emergency situations.

3) City of Santa Fe Public Works Department River and Watershed Section employees shall be able to utilize this On-Call Contract as needed and as funding is available. All other City of Santa Fe departments and divisions outside of the River and Watershed Section will only be authorized to utilize this On-Call Contract with prior, written approval of the scope of work, from the River and Watershed Section Manager, before commencing any work applicable to this On-Call Contract.

4) Contractor is responsible for all required permits and licenses required to perform this work. This may include, but is not limited to, the Contractor being licensed with a GB-98 (General Building) License, a Registered Landscape Architect, Urban Forester, Licensed Arborist.

5) Contractor shall be responsible for adherence to the Contract Documents, Construction Documents, Specifications and approved directives. This responsibility shall include, but is not limited to, adherence to ANSI 300 standards for all tree work, to NMDOT standards for all revegetation seeding work and the City of Santa Fe Integrated Pest Management Program for all projects.

6) Contractor shall be responsible for any applicable Local, County, State and Federal requirements and permits including, but not limited to, the City of Santa Fe's Stormwater Pollution Prevention Program and Stormwater BMPs.

7) Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions for bidding. Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with their work.

See attached proposal and bid sheet from the Contractor dated February 18, 2020 and marked Exhibit "A" attached hereto and made a part thereof.

3. **Compensation**

The City shall pay the Contractor for on-call services performed based upon a time and materials basis not to exceed each Deliverable item as listed here.

Deliverable item:	U/I (unit of issue)	Price
01 On-Call Vegetation Management Services		$600,000.00

The total compensation under this Agreement shall not exceed **$650,625.00 – Including Applicable New Mexico gross receipts tax (8.4375%).**

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. Issuance of Orders - Only written signed orders are valid under this Price Agreement. A Purchase Order is the approved form for the City issuing Contract Orders under this Price Agreement.

C. 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 **6/30/2024**. This Agreement shall not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) 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**

A. Neither this price Agreement nor any orders placed under this price Agreement, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Contractor, except as set forth in subparagraph 10B below or as expressly authorized in writing by the City. No such assignment or transfer shall relieve the Contractor from the obligations and liabilities under this price Agreement.

B. Contractor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the City as to goods, services, and materials purchased in connection with this bid are hereby assigned to the City.

11. **Subcontracting**

The Contractor shall not subcontract any portion of any services to be performed under this Agreement without written approval 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. **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.

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.

Melissa A. McDonald, River and Watershed Manager
City of Santa Fe, Public Works Dept, River and Watershed Section
mamcdonald@santafenm.gov
505-955-6840
PO Box 909 Santa Fe, New Mexico 87504

To Contractor:
Seeds of Wisdom, LLC
PO Box 33672
Santa Fe, New Mexico
87594-3672

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,
CITY MAYOR

DATE:_____

CONTRACTOR:
Seeds of Wisdom, LLC

Athena Beshur
Athena Beshur,
President

DATE: June 23, 2020

CRS# 03-178159-00-4
Registration # 233886

ATTEST:

YOLANDA Y. VIGIL,
CITY CLERK

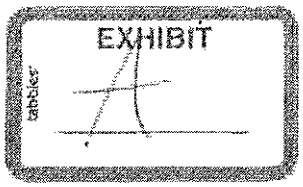
CITY ATTORNEY'S OFFICE:

2/20/23
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

MARY MCCOY
FINANCE DIRECTOR

Business Unit Line Item: Various



CITY OF SANTA FE BID FORM
BID # 20/15/B

EXCEPTIONS TO SPECIFICATIONS
Bidder is required to return **three (3) complete copies** of these specifications, completely furnishing all information requested. All requested information, data, literature, drawings, etc. must be included with the bid submitted.

Bidder must check one of the following:

a. (✔) All specifications, terms and conditions are met.
b. ( )Exceptions have been taken and noted on attached sheet(s).

All variations and/or exceptions to the specifications must be documented, referencing applicable paragraph (s) and explained in detail. Attach as many pages as necessary. If no exceptions are taken, it will be assumed that the bid meets all specifications and terms and conditions as stated in this complete bid package. Failure to list exceptions may disqualify bid. Delivery of non-conforming goods is at the expense of the bidder and/or other penalties.

All other specifications not detailed herein shall be as listed in the manufacturer's printed literature for the current standard model. Manufacturer's printed literature and specifications sheets shall be submitted with the bid.

Exceptions will not necessarily eliminate the bid. City staff shall determine acceptance or non-acceptance of exceptions. Unless otherwise noted and approved, it is assumed that delivery of the unit shall be as stated.

Signed submission of this bid represents that the bidder has accepted all terms, conditions and requirements of the bid unless a written exception is made and, if awarded, the bid will represent the agreement between the parties. Additionally, by signing this bid, the bidder warrants that there was no collusion of any kind in submission of this bid.

WARRANTIES
Warranty required for material and workmanship for minimum of one year unless otherwise stated in the bid. Warranties shall begin when the City accepts satisfactory delivery of equipment from the bidder. The warranty contract shall be solely with the bidder and the bidder shall be responsible for ensuring all warranty work is satisfactorily completed on any component of the unit. All details of warranties shall be included with the bid.

State name, address and phone number of nearest authorized maintenance representative:

Athena Beshur, PO Box 33672, Santa Fe, NM 87594

505-920-2455, plants@sowsfe.com

DELIVERY

Bids shall include all costs of delivery to the City of Santa Fe, the specific location to be as designated by City staff. Unit shall be completely operational and ready for use.

Date of delivery after notice to proceed:

0 - 14 *calendar days.*

Bidder SHALL INCLUDE descriptive material such as charts, plans, drawings, photographs, diagrams, illustrations, written descriptions and manufacturer's literature with specifications with the bid. Additional information or details may be required after the bid opening. Bids may be disqualified if such information is not adequate to make a reasonably informed decision as to qualify, design, capabilities, etc.

The City reserves the right to alter quantities based on availability of budget. If this will alter the bid amount, the bidder must note the percent increase for lesser quantities.

BIDDER'S:

Seeds of Wisdom, LLC

Firm

PO Box 33672, Santa Fe, NM 87594

Address

Authorized Signature

Athena Beshur

Print Name

Principal Urban Forestry Designer, ISA certified arborist, owner

Position

505-920-2455

Phone Number

Fax Number

February 6, 2020

DATE

N.M. RESIDENT PREFERENCE NUMBER (if applicable): L0605547184

TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED

Seeds of Wisdom, LLC price sheet February 20, 2020

Bid Items	Unit	Unit Price	Total
Brush Removal - 25% Ground Cover	1 SQYD	$20.00	$20.00
Brush Removal - 50% Ground Cover	1 SQYD	$20.00	$20.00
Brush Removal - 75% Ground Cover	1 SQYD	$30.00	$30.00
Brush Removal - 100% Ground Cover	1 SQYD	$40.00	$40.00
Shrubs, Perennials & Grass Removal - 25% Ground Cover	1 SQYD	$10.00	$10.00
Shrubs, Perennials & Grass Removal - 50% Ground Cover	1 SQYD	$15.00	$15.00
Shrubs, Perennials & Grass Removal - 75% Ground Cover	1 SQYD	$20.00	$20.00
Shrubs, Perennials & Grass Removal - 100% Ground Cover	1 SQYD	$30.00	$30.00
Mowing	1 SQYD	$0.75	$0.75
Weed-Eating	1 SQYD	$0.75	$0.75
Tree Removal 0"-3" DBH with root removal	1	$40.00	$40.00
Tree Removal 4" - 7" DBH with root removal	1	$80.00	$80.00
Tree Removal 8" - 9" DBH with root removal	1	$125.00	$125.00
Tree Removal 10" - 12" DBH possible root removal	1	$250.00	$250.00
Tree Removal 13" - 16" DBH	1	$325.00	$325.00
Tree Removal 17" - 24" DBH	1	$550.00	$550.00
Tree Removal 25" - 30" DBH	1	$750.00	$750.00
Tree Removal 31" - 36" DBH	1	$1,000.00	$1,000.00
Tree Removal 37" - 42" DBH	1	$1,500.00	$1,500.00
Tree Removal 43" - 48" DBH	1	$1,750.00	$1,750.00

NOTE: tree removal rate may not include disposal, crane (if needed for safety) or chipping fees

Rates for Miscellaneous Services			
Mobilization - Staging Area	1	$120.00	$120.00
Clean Up - Staging Area	1	$120.00	$120.00
Clear and Grubbing	1 SQYD	$30.00	$30.00
Pruning Herbaceous Plants	1 SQYD	$25.00	$25.00
Pruning Woody Plants small tree pruning	1 SQYD	$80.00	$80.00
Re-Vegetation Seeding	1000 SQFT	$525.00	$525.00
Establishment Watering - Seeding	1000 SQFT	$120.00	$120.00
Fertilization	1 SQYD	$0.50	$0.50
Spraying (IPM Approved)	1 SQYD	$17.00	$17.00
Stump Grinding	1	$550.00	$550.00
Chipping	1	$340.00	$340.00
Green Waste Tipping Fee	1	$295.00	$295.00
General Waste Tipping Fee	1	$330.00	$330.00
Diagnosis, project estimates, and troubleshooting – Hourly Rate	1	$65.00	$65.00
Port-A-Potty	1 Week	$80.00	$80.00
~~% Markup on all miscellaneous materials~~ Om. K	—	—	—

% Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered		$0.00	$0.00

	Wage Rates for Projects Under $60,000.00			
	Superintendent – Regular Hourly Rate	1	$65.00	$65.00
	Superintendent – Overtime Hourly Rate	1	$80.00	$80.00
*	Journeyman or Experienced Worker – Regular Hourly Rate	1	$96.00	$96.00
*	Journeyman or Experienced Worker – Overtime Hourly Rate	1	$144.00	$144.00
	Laborer – Regular Hourly Rate	1	$40.00	$40.00
	Laborer – Overtime Hourly Rate	1	$55.00	$55.00
	Wage Rates for Projects Over $60,000.00			
	Superintendent – Regular Hourly Rate	1	$65.00	$65.00
	Superintendent – Overtime Hourly Rate	1	$80.00	$80.00
*	Journeyman or Experienced Worker – Regular Hourly Rate	1	$96.00	$96.00
*	Journeyman or Experienced Worker – Overtime Hourly Rate	1	$144.00	$144.00
	Laborer – Regular Hourly Rate	1	$40.00	$40.00
	Laborer – Overtime Hourly Rate	1	$55.00	$55.00

* Tree Climber

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Seeds of Wisdom LLC

PO Box 33872, Santa Fe, NM 87594

as Principal, hereinafter called the Principal, and Old Republic Surety Company

P. O. Box 1635, Milwaukee, WI 53201-1635

a corporation duly organized under the laws of the State of WI

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Santa Fe

200 Lincoln Avenue RM 125, Santa Fe, NM 87501

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars ($ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for RFB #20/15/B On-Call Vegetation Services, Santa Fe, NM.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 13th day of February, 2020

(Witness)

Seeds of Wisdom LLC
(Principal) (Seal)

By (Title)

Client Service Agent (Witness)

Old Republic Surety Company
(Surety) (Seal)

By: Susan D. Martin
Attorney-in-Fact Susan D. Martin (Title)

AIA DOCUMENT A310 ® BID BOND ® AIA ® FEBRUARY 1970 ED. ® THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

SUPPLEMENT TO BID FORMS
(00 4300-4500)

(00 4313) BID SECURITY FORM

Review and Approval: This Bond has been executed by a Surety named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, United States Treasury Department.

Approved:

Susan Martin DATE: February 13, 2026

Owner's Representative or Governing Authority

THIS FORM MUST ACCOMPANY THE BID BOND

THIS FORM MUST BE
USED BY SURETY

(08 4517) AGENT'S AFFIDAVIT

BID SECURITY FORM

(To be filled in by Agent)

STATE OF New Mexico)
) ss.
COUNTY OF Bernalillo)

Susan D. Martin being first duly

sworn, deposes and says

that he is the duly appointed agent for

Old Republic Surety Company

and has authority to sign such bonds for said Company; that said Company is duly authorized and qualified to do business

in connection with the annexed bond of

RFB #20/15/B On-Call Vegetation Services, Santa Fe, NM.

dated 13th day of February 2020 executed by

Seeds of Wisdom LLC

contractor, as principal and Old Republic Surety Company as surety, signed by this

deponent, and deponent further states that said bond was written, signed, and delivered by him, that the premium on the same has

been or will be collected by him and that the full consideration thereon has been or will be retained by him.

Susan D. Martin
Susan D. Martin

Subscribed and sworn to before me, a notary public in and for the County of Bernalillo this
13th day of February 2020

Notary Public
Joshua Boruff

My Commission expires: October 11, 2023

Agent's Address:
HUB International Insurance Services, Inc.
P.O. Box 90756, Albuquerque, NM 87199

Telephone: 505 828-4000

OFFICIAL SEAL
Joshua Boruff
NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires: October 11, 2023

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

MICHAEL T. BYRD, DAVID C. MITCHIE, SUSAN D. MARTIN, THOMAS M. PADILLA, OF ALBUQUERQUE, NM

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding $50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof,

as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and *revoke* any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 19TH day of JUNE, 2019.

OLD REPUBLIC SURETY COMPANY

Assistant Secretary

SEAL

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 19TH day of JUNE, 2019, personally came before me, Alan Pavlic and Kevin Abitz, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Notary Public

My commission expires: 9/28/2022

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

51-1943

SEAL

Signed and sealed at the City of Brookfield, WI this 13TH day of JUNE, 2019.

Assistant Secretary

HUB INT'L INSURANCE SVCS INC

(00 4513) SUBCONTRACTOR LISTING

Note: A subcontractor that submits a bid valued at more than fifty thousand dollars ($60,000) for a city project that is subject to the Public Works Minimum Wage Act 13-4-10 NMSA 1978) shall be registered with the labor and industrial division of the labor department. For this project, list below all subcontractors with more than $5,000 work.

Section 00430

TRADE	NAME	ADDRESS	TELEPHONE#	LICENSE #	NM DEPT. OF LABOR REGISTRATION #	SUBCONTRACTOR SIGNATURE - TO BE OBTAINED AFTER AWARD OF CONTRACT

Masonry / expert labor, Saldivar Landscaping, 14 Delaware Lane, Santa Fe, NM 87508, 505-470-8769, CRS# 03-135506-00-4

Tree climbing, chipping, Aldo's Arbor, 16 Carlitos Road, San Cristobal, NM 87564-0171, 575-779-4830, CRS# 03-374106-00-9

Tree climbing, chipping, Coates Tree Service, PO Box 4099, Santa Fe, NM 87502, 505-983-6233, CRS# 01-199633-00-1

Large tree planting / expert labor, Franco's Trees, 8 Star Court, Santa Fe, NM 87507, 505-412-2875, CRS# 03-114096-00-3

Irrigation, Allen Environmental, 23 Arroyo Viejo Road, Santa Fe, NM 87508, 505-690-2002, CRS# 03-150757-00-3

Friends of the Santa Fe River, Michael Smith, 223 North Guadalupe #140 , Santa Fe, NM 87501, 505-995-1013,
US Tax #85-0483221, CRS # 02-469664-00-1

(00 4533) CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to construction contracts and related subcontracts exceeding $10,000 which are not exempt from the Equal Opportunity Clause.)

The construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means: any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas; time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. The construction contractor agrees that (except where he has obtained identical certifications from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed SUBCONTRACTORS prior to the award of subcontracts exceeding $10,000 which are not exempt from the provision of the Equal Opportunity Clause and that he will retain such certifications in his files.

By: Athena Beshur
Title: owner

Subscribed and sworn to before me this 10th day of February 2020

Notary Public

My Commission expires: 2/29/20

OFFICIAL SEAL
LLOYD QUINTANA
Notary Public
State of New Mexico
My Comm. Expires 2/29/20

(00 4519) NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF)
)ss.
COUNTY OF)

Athena Beshur being first duly sworn, deposes and says that:

1) He is the owner and principal designer of Seeds of Wisdom, LLC the Bidder that has submitted and attached Bid;

2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3) Such Bid is genuine and is not a collusive or sham Bid;

4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with the Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Santa Fe, or any person interested in the proposed Contract; and

5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

By: Athena Beshur

Title: owner

Subscribed and sworn to before me this 10th day of February, 2020

Notary Public

My Commission expires: 2/29/20

OFFICIAL SEAL
LLOYD QUINTANA
Notary Public
State of New Mexico
My Comm. Expires 2/29/20

(00 4546) CERTIFICATION OF EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any Bidder or perspective contractor, or any of their proposed Subcontractors, shall state as an initial part of the Bid or negotiations of the Contract whether he has participated in any previous Contract or subcontract subject to the equal opportunity clause; and, if so, whether he has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Bidder has not filed a compliance report due under applicable instructions, such Bidder shall be required to submit a compliance report within seven calendar days after Bid opening. No Contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: Seeds of Wisdom, LLC

Address: PO Box 33672

Santa Fe, NM 87594

1. Bidder has participated in a previous Contract or subcontract subject to the equal Opportunity Clause,

_____ Yes __V__ No

2. Compliance reports were required to be filed in connection with such Contract or subcontract,

_____ Yes __V__ No

Certification - The information above is true and complete to the best of my knowledge and belief.

Athena Beshur, owner, principal urban forestry designer

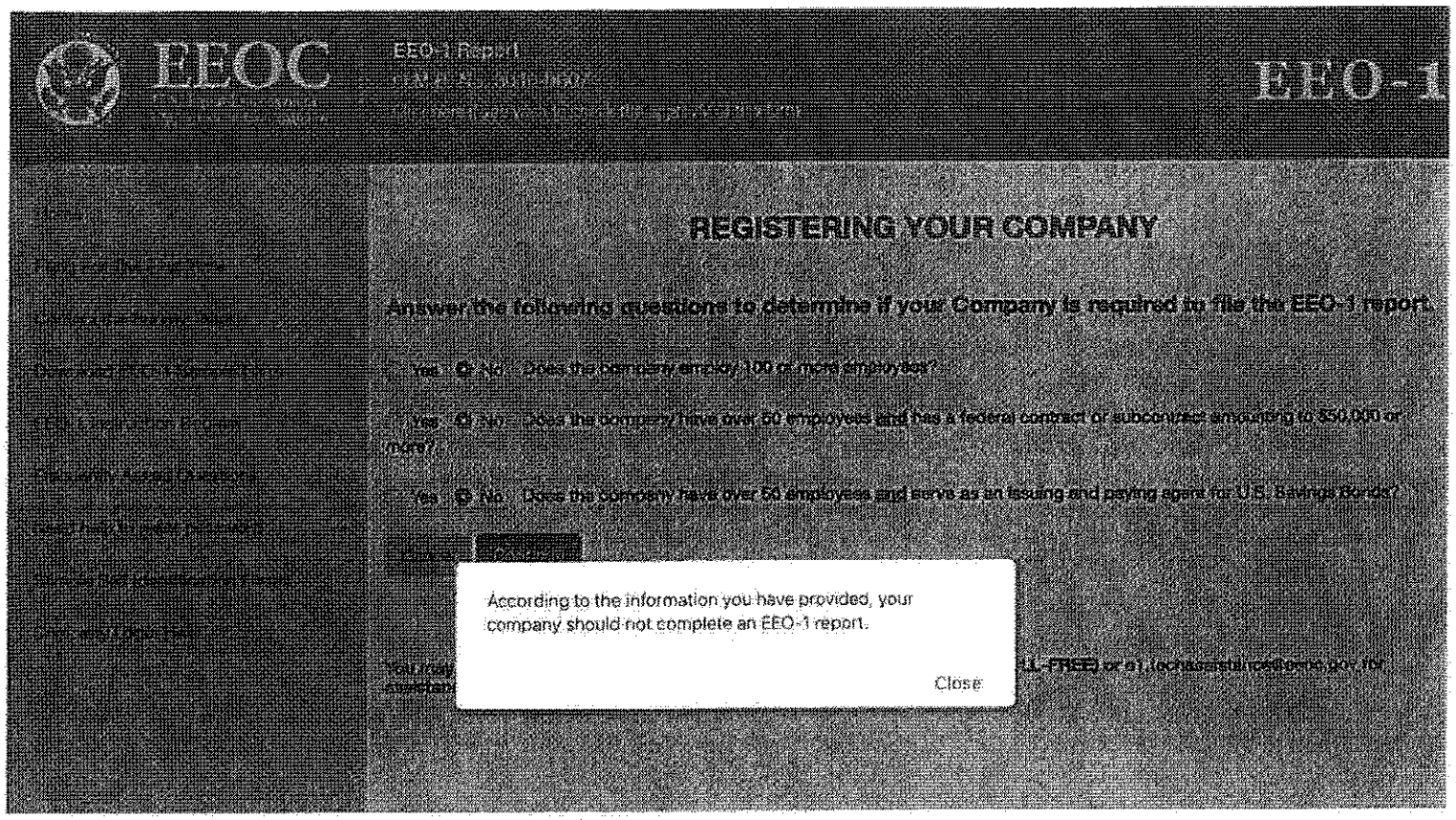
Name and Title of Signer (please type)

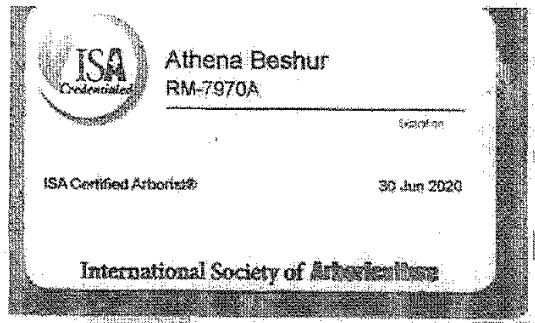
Athena Beshur

Signature

February 6, 2020

Date


EEOC
EEO-1
REGISTERING YOUR COMPANY
Answer the following questions to determine if your Company is required to file this EEO-1 report.
Yes No Does the company employ 100 or more employees?
Yes No Does the company have over 50 employees and has a federal contract or subcontract amounting to $50,000 or more?
Yes No Does the company have over 50 employees and serve as an issuing and paying agent for U.S. Savings Bonds?
According to the information you have provided, your company should not complete an EEO-1 report.
Close



GRADUATE CERTIFICATE IN

URBAN FORESTRY

IS HEREBY GRANTED TO

Athena Beshur

upon successful completion of the graduate certificate program

Awarded Winter 2017

OSU
Oregon State
UNIVERSITY

Paul D. Ries, Ed.D
Program Director, Urban Forestry Graduate Certificate

Oregon State University

The Trustees of the University, by virtue of the authority vested in them by law, and on recommendation of the Faculty Senate, has conferred on

Athena Dore' Beshur

the degree of

Master of Natural Resources

Natural Resources

with all the rights, privileges, and honors thereto appertaining.

In testimony whereof we have subscribed our names and impressed the seal of Oregon State University on this diploma at Corvallis, Oregon, this thirteenth day of December, Two Thousand and Nineteen.

President of Oregon State University

Chair of the Oregon State University Board of Trustees

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **SEEDS OF WISDOM, LLC**

DBA: **SEEDS OF WISDOM, LLC**
PO BOX 33672
SANTA FE, NM 87594-3672

Expires: **12-Feb-2023**

Certificate Number:

L0605547184

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

SEEDOFW-01 LMADRID

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/10/2020

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 5, Suite 100
Santa Fe, NM 87505

CONTACT NAME: Tamara Rigaud
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: tamara.rigaud@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nationwide Mutual Insurance Company	23787
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Seeds of Wisdom LLC
P O Box 33672
Santa Fe, NM 87594

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						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			ACPT2852278401	9/28/2019	9/28/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	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 $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N / 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)

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

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/13/2020

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	CONTACT NAME: GEICO	
GEICO One GEICO Boulevard Fredericksburg, VA 22412	PHONE (A/C, No, Ext): 1-866-509-9444	FAX (A/C, No):
	Email Address: R1COMMEND@GEICO.COM	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: GOVERNMENT EMPLOYEES INSURANCE COMPANY	22063
INSURED SEEDS OF WISDOM, LLC PO BOX 33672 SANTA FE, NM 87594-3672	INSURER B:	
	INSURER C:	
	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.

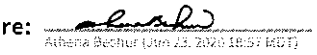
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED. EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY X SCHEDULED AUTOS NON-OWNED AUTOS ONLY			[illegible]	[illegible]	[illegible]	COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$ 100,000
							BODILY INJURY (Per accident)	$ 300,000
							PROPERTY DAMAGE (Per accident)	$ 50,000
								$
	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) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N 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)

1997 TOYOTA T-100 XTRA CAB 4X4 VIN: JT4UN22D7V0041084
2010 TOYOTA TUNDRA 4X4 DBL CAB VIN: 5TFCW5F17AX010946
2011 SUBARU IMPREZA AWD VIN: JF1GR6D61BG801688

CERTIFICATE HOLDER	CANCELLATION
CITY OF SANTA FE PO BOX 909 SANTA FE, NM 87504-0909	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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Signature: 

Athena Bechtel (Jun 15, 2020 18:57 MDT)

Email: athena@sowsfe.com

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3201743**

Contractor: **Seeds of Wisdom LLC**

Description: **This PSA is for OnCall Vegetative Professional Management Services for drainageways, open space, Trails, ROW and parks**

Contract [◉] Agreement [○] Lease / Rent [○] Amendment [○]

Term Start Date: **TBD** Term End Date: **03/25/2024**

[☐] Approved by Council Date: **TBD**

Contract / Lease: 4 year Contract Multiple Award - ITB #20/15/B "On Call Vegetation Management Svcs"

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)
4 Year Contract 6/30/2024. Multiple award from ITB 20/15/B "On Call Vegetation Management Services" Public Works($300k. + On Call funds) Parks and Recreation ($300k. + On Call Funds)

3. **Procurement History: First year of Four year PSA**

Fran Dunaway, CPO 3/30/20 — Purchasing Officer Review: **3/30/2020** — Date:

Comment & Exceptions: _____

4. **Funding Source: Various** **Org / Object: Various**

Alexis Lotero — Budget Officer Approval: _____ — Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Amanda Archuleta Phone # **6631**

Email: **ajarchuleta@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Streamer LLC, Seeds of Wisdom LLC, San Isidro Premaculture Inc

Procurement Title: On-Call Vegetative Management Professional Services

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 Public Works Staff Name Melissa A. McDonald

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:

Melissa McDonald - River & Watershed Manager

Department Rep Printed Name (attesting that all information included) Title Date

Fran Dunaway, CPO 3/30/20

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.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 07/20/2020
FOR CITY COUNCIL MEETING OF 07/29/20

g) Requesting Approval for Amendment #2 to Professional Service Agreement with Cannon Cochran Management Services, Inc 12-0718 in the Amount of $198,141 for Third Party Administrative and Adjusting Services for Our Workers Compensation and General Liability Claims. (Bradley Fluetsch, CFA, Planning and Investment Officer, bjfluetsch@santafenm.gov, 955-6885)

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 07/06/2020

ISSUE NO. 7A

Requesting Approval for Amendment #2 to Professional Service Agreement with Cannon Cochran Management Services, Inc 12-0718 in the Amount of $198,141 for Third Party Administrative and Adjusting Services for Our Workers Compensation and General Liability Claims. (Bradley Fluetsch, CFA, Planning and Investment Officer, bjfluetsch@santafenm.gov, 955-6885)

COMMITTEE REVIEW

Finance Committee (Scheduled)	07/20/2020
Governing Body (Scheduled)	07/29/2020

PUBLIC UTILITES COMMITTEE ACTION: Pulled by Councilor Vigil Coppler for more information. Approved by Councilor Lindell, Second by Councilor Abeyta. Motion passes to forward to 7/20/2020 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

Finance Department

Memorandum

DATE: June 9, 2020

TO: Finance Committee

FROM: Bradley Fluetsch, CFA, Planning and Investment Officer

VIA: Fran Dunaway, Chief Procurement Officer

RE: Request of Approval-Amendment #2, PSA #12-0718

SUMMARY:

Amendment to professional service agreement with Cannon Cochran Management Services, Inc. (#12-0718) in the amount of $198,141 for Comprehensive Insurance Program Coverage for third party administrative and adjusting services for our workers compensation and general liability claims.

Funding is available in business unit and line item 6001750.555300 (Risk-General Liability) and 6100231.510300 (Human Resources-Workers Compensation) for 2020-2021 fiscal year budgets.

Attached is Amendment #2 of original PSA (#12-0718) with CCMSI. This amendment is to simply extend a year of services for fiscal year 2020-2021. No other terms and conditions of the original PSA were changed.

APPROVAL:

Recommendation of approval of Amendment #2 for PSA #12-0718 with Cannon Cochran Management Services, Inc. (CCMSI)

Item#12-1018
Munis Contract#3200666

CITY OF SANTA FE
AMENDMENT No. 2 TO
PERFESIONAL SERVICES AGREEMENT
ITEM#12-1018

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated August 08, 2012 (the "Agreement"), between the City of Santa Fe (the "City") and Cannon Cochran Management Service, Inc. (CCMSI) (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, Contractor has agreed to provide claims management services to the City regarding the matter of workers compensation and general liability third party claims.

B. Pursuant to Article 18 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. COMPENSATION.

Article 3, paragraph A of the Agreement is amended, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay the Contractor in full payment for service rendered, a sum not to exceed one hundred ninety eight thousand one hundred forty one dollars ($198,141) for FY 2020-21, inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered, in accordance with the Fee and Payment Schedule Exhibit "A" attached hereto and incorporated

herein.

2. TERM:

This Agreement shall be effective when signed by the City and shall terminate on June 30, 2021.

3. 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. 2 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:
CANNON COCHRAN MANAGEMENT SERVICES, INC.

Rodney J. Golden
RODNEY J. GOLDEN
CHIEF OPERATIONS OFFICER
DATE: 6/11/20
CRS#02-498336-005
Registration #

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (Jun 10, 2020 10:54 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR
6001750.555300 (GL)
6100231.510300 (WC)
Org. Name/Org.#

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 Cannon Cochran Management Services, Inc.

3 Complete information requested ◯ Plus GRT ◯ Inclusive of GRT

Original Contract Amount: $155,737

Termination Date: 06-30-2020

◯ Approved by Council Date: 06-13-12

◯ or by City Manager Date: _____

Contract is for:

Amendment # 13-1018 to the Original Contract# 12-0718

Increase/(Decrease) Amount $ 198,141

Extend Termination Date to: 6-30-2021

◯ 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 $ 155,737 of original Contract# 12-0718 Termination Date: 06-30-20

Reason: Comprehensive Insurance Program Coverage

Amount $ 161,188 amendment # 13-1018 Termination Date: 6-30-20

Reason: Language clarification to reflect a 3% increase annually

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ 1,367,482.08

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

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

RFP# '12/19P Date: 6-13-12

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 **Procurement History:** Last year of contract for extension of another year
example: (First year of 4 year contract)

Fran Dunaway (Jun 26, 2020 12:26 MDT)

Purchasing Officer Review

Comments or Exceptions: _____

7 **Funding Source:** Gen-Liab-Third Party Admin & Professinal Services **Org/Obj** 60001750.555300 & 6100231.510300

Alexis Lotero (Jun 26, 2020 11:53 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:** Melanie Lovato

Phone # 505-490-1693

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:

CCMSHOL-01 SSHOCK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/8/2019

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:	
Mesirow Insurance Services, Inc. 353 N Clark St 11th Floor Chicago, IL 60654	PHONE (A/C, No, Ext): (312) 595-6200	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Continental Casualty Company	20443
INSURED CCMSI Holdings, Inc 2 East Main Street, Suite 208 Towne Centre Building Danville, IL 61832	INSURER B : National Fire Insurance Company of Hartford	20478
	INSURER C : Continental Insurance Company	35289
	INSURER D : Great American E & S Insurance Company	37532
	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 CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			6079556217	11/17/2019	11/17/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EE Benefits	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			6079556220	11/17/2019	11/17/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			6079556248	11/17/2019	11/17/2020	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C	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		6079556234	11/17/2019	11/17/2020	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
D	Professional Liabili			TER2859945	7/31/2019	7/31/2020	SIR $150,000	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The following are included as Additional Insured with respect to General Liability when required by written Contract:
1. City of Santa Fe

CERTIFICATE HOLDER

City of Santa Fe
ATTN: Risk Management
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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ITEM # 13-1018

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated August 8, 2012 (the "Agreement"), between the City of Santa Fe (the "City") and Cannon Cochran Management Service, Inc (CCMSI) (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, Contractor has agreed to provide claims management services to the City regarding the matter of workers compensation and general liability third party claims.

B. Pursuant to Article 18 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. COMPENSATION.

Article 3, paragraph A of the Agreement is amended, so that Article 3 paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one hundred fifty five thousand seven hundred thirty seven dollars ($155,737) for FY 2012-13, one hundred sixty one thousand one hundred eighty eight dollars ($161,188) for FY 2013-14, one hundred sixty six thousand eight hundred thirty dollars ($166,830) for FY 2014-15, one hundred seventy two thousand six hundred sixty

nine dollars ($172,669) for FY 2015-16, one hundred seventy eight thousand seven hundred twelve dollars ($178,712) for FY 2016-17, one hundred eighty four thousand nine hundred sixty seven dollars ($184,967) for FY 2017-18, one hundred ninety one thousand four hundred forty one dollars ($191,441) for FY 2018-19, and one hundred ninety eight thousand one hundred forty one dollars ($198,141) for FY 2019-20, inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered, in accordance with the Fee and Payment Schedule Exhibit "A" attached hereto and incorporated herein.

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:

DAVID COSS, MAYOR

Date: 10-15-13

CONTRACTOR:
CANNON, COCHRAN MANAGEMENT SERVICES, INC.

~~ROBERT J. GOLDEN~~
CHIEF OPERATING OFFICER
Rodney J Golden

Date: 9/4/13

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
Counsel 10-9-13

APPROVED AS TO FORM:

Judith Anne for
GENO ZAMORA, CITY ATTORNEY 8/29/13

APPROVED:

10/15/13
MARCOS A. TAPIA
FINANCE DIRECTOR

62111.510300
Business Unit/Line Item

Client#: 67967 CCMSHOL

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/31/2013

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). If Waiver of Subrogation is applicable, it only applies to the extent allowed by law.

PRODUCER	CONTACT NAME: Leah Cozad	
Mackey Team Mesirow Insurance Services 353 N. Clark Street Chicago, IL 60654	PHONE (A/C, No, Ext): 312 595-7142	FAX (A/C, No): 312 595-7163
	E-MAIL ADDRESS: lcozad@mesirowfinancial.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Charter Oak Fire Insurance Comp	25615
INSURED CCMSI Holdings, Inc 2 East Main Street, Suite 208 Towne Centre Building Danville, IL 61832	INSURER B : Travelers Property Casualty Co.	25674
	INSURER C : Phoenix Insurance Company	25623
	INSURER D : Federal Insurance Company	20281
	INSURER E : Navigators Insurance Company	42307
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			P6301918P719COF12	11/17/2012	11/17/2013	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
								$
A	AUTOMOBILE LIABILITY			P6301918P719COF12	11/17/2012	11/17/2013	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			CUP1918P719TIL12	11/17/2012	11/17/2013	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $10000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			PNUB1918P71912	11/17/2012	11/17/2013	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/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	E&O-Primary $5M			82257026	07/31/2013	07/31/2014	$5M Occ/$5M Agg	
E	E&O-$5M XS $5M			NY13MPL000712IC	07/31/2013	07/31/2014	$5M Excess	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate issued as evidence of coverage.

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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LZC

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 Cannon Cochran Management Services Inc.

3 Complete information requested ☐ Plus GRT ☑ Inclusive of GRT

Original Contract Amount: $155,737 —

Termination Date: 6/30/2020

☑ Approved by Council Date: 6/13/12

☐ or by City Manager Date: _____

Contract is for:

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

☐ 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 $ 155,737 of original Contract# 12-0718 Termination Date: 6/30/20

Reason: Comprehensive Insurance Program Coverage

Amount $ 161,188 amendment # 1 Termination Date: 6/30/20

Reason: language clarification to reflect 3% annual increase

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# 12/19/P Date: 6/13/12

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

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

7 **Funding Source:** Professional Services **BU/Line Item:** 62111-510300

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:** Carlos Ramirez

Phone # 5622

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, New Mexico

memo

COT

Date: September 18, 2013

To: Finance Committee

From: Barbara Boltrek, Risk & Safety Manager CL for BB
Office of Risk Management

Via: Robert Rodarte, Officer
Purchasing Division RR

Subject: Request for Approval – Amendment #1, PSA #12-0718

Summary:

On June 13, 2012, the City Council awarded RFP# '12/19/P for Comprehensive Insurance Program Coverage. Within this proposal was a quote for third party administrative and adjusting services for our workers compensation and general liability claims. Upon the award of the RFP, the Office of Risk Management entered into a Professional Services Agreement with Cannon Cochran Management Services Inc. (CCMSI) for such services.

Attached is Amendment #1 of the original PSA (#12-0718)with CCMSI. This amendment is to simply clarify the annual compensation amount for the term of the original PSA. No other terms and conditions of the original PSA were changed.

Funding is available in business unit and line item: 62111-510300.

Approval:

Recommendation for approval of Amendment #1 for PSA (12-0718), with Cannon Cochran Management Services Inc.

Attachments: PSA #12-0718
Amendment #1
Summary of Contracts

SS001.PMS - 7/85

Client#: 67967 CCMSHOL

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/02/2012

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	CONTACT NAME: Leah Cozad	
Mackey Team Mesirow Insurance Services, Inc. 353 N. Clark Street Chicago, IL 60654	PHONE (A/C, No, Ext): 312 595-7142	FAX (A/C, No): 312 595-7163
	E-MAIL ADDRESS: lcozad@mesirowfinancial.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
CCMSI Holdings, Inc 2 East Main Street, Suite 208 Towne Centre Building Danville, IL 61832	INSURER A: Charter Oak Fire Insurance Comp	25615
	INSURER B: Travelers Property Casualty Co.	25674
	INSURER C: Travelers Indemnity Co. of Amer	25666
	INSURER D: Navigators Specialty Insurance	36056
	INSURER E: Lexington Insurance Company	19437
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			P6301918P719COF11	11/17/2011	11/17/2012	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	[ ] CLAIMS-MADE [X] OCCUR						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 [X] LOC						PRODUCTS - COMP/OP AGG	$2,000,000
								$
A	AUTOMOBILE LIABILITY			P8101918P719COF11	11/17/2011	11/17/2012	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	[X] UMBRELLA LIAB [X] OCCUR			PSMCUP1918P71909TI	11/17/2011	11/17/2012	EACH OCCURRENCE	$10,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$10,000,000
	[ ] DED [X] RETENTION $10000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			PHUB1918P71911	11/17/2011	11/17/2012	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] 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
D	E&O - Primary $5M			NY11MPL0007121C	07/31/2011	07/31/2013	$5M Occ/$5M Agg	
E	E&O - $5M XS $5M			006761856	07/31/2011	07/31/2013	$5M Excess	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate issued as evidence of coverage.

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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EXHIBIT "A"

FEE AND PAYMENT SCHEDULE

City of Santa Fe

Managed Care Services	**FEE**
Telephonic as well as Field Nurse Case Management	$86.10 per hour $.41 per mile Expenses – Actual
Utilization Review/Utilization Management ALAE Fees as follows:	
Bill processing fee	$7.00 per bill
Bill Reduction CCMSI PPO	15% Savings
Bill Reduction all other PPO networks	30% Savings
Duplicate Bills	No Charge
Denied Bills	No Charge
Indexing	$15 per index
EDI	$10 FROI, $5 SROI
SCHIP Reporting	$25 per report

Pricing includes Gross Receipts Tax (GRT). If the GRT increases or decreases during the contract period then the amounts will change based on the new rates.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 07/20/2020
FOR CITY COUNCIL MEETING OF 07/29/20

h) Requesting Approval for Amendment #1 to Professional Service Agreement with Arthur J. Gallagher & Co. 12-0405 in the Amount of $77,613.32 for Comprehensive Insurance Program Broker Services. (Bradley Fluetsch, CFA, Planning and Investment Officer, bjfluetsch@santafenm.gov, 955-6885)

COMMITTEE	REVIEW
Finance Committee (Scheduled)	07/20/2020
Governing Body (Scheduled)	07/29/2020)

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

ACTION SHEET
PUBLIC WORKS AND PUBLIC UTILITES COMMITTEE MEETING OF 07/06/2020

ISSUE NO. 7B

Requesting Approval for Amendment #1 to Professional Service Agreement with Arthur J. Gallagher & Co. 12-0405 in the Amount of $77,613.32 for Comprehensive Insurance Program Broker Services. (Bradley Fluetsch, CFA, Planning and Investment Officer, bjfluetsch@santafenm.gov, 955-6885)

COMMITTEE REVIEW

Finance Committee (Scheduled)	07/20/2020
Governing Body (Scheduled)	07/29/2020

PUBLIC UTILITES COMMITTEE ACTION: Pulled by Councilor Lindell. Approved by Councilor Abeyta Second by Councilor Vigil Coppler. Motion passes to forward to 7/20/2020 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

Finance Department

Memorandum

DATE: June 9, 2020

TO: Finance Committee

FROM: Bradley Fluetsch, CFA, Planning and Investment Officer

VIA: Fran Dunaway, Chief Procurement Officer

RE: Request of Approval-Amendment #1, PSA #12-0405

SUMMARY:

Amendment to professional service agreement with Arthur J. Gallagher & Co. (#12-0405) in the amount of $77,613.32 for Comprehensive Insurance Program Coverage for Independent Insurance broker fees as the City is self-insured.

Funding is available in business unit and line item 6001750.555300 (Risk) for 2020-2021 fiscal year budgets.

Attached is Amendment #1 of original PSA (#12-0405) with Arthur J. Gallagher & Co. This amendment is to simply extend a year of services for fiscal year 2020-2021. No other terms and conditions of the original PSA were changed.

APPROVAL:

Recommendation of approval of Amendment #1 for PSA #12-0405 with Arthur J. Gallagher (AJ Gallagher)

Item#12-0405
Munis Contract#22000678

CITY OF SANTA FE
AMENDMENT No. 1 TO
PERFESIONAL SERVICES AGREEMENT
ITEM#12-0405

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 13, 2012 (the "Agreement"), between the City of Santa Fe (the "City") and Arthur J. Gallagher & Co. (AJ Gallagher) (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, Contractor has agreed to act as an Independent insurance advisor to the City of Santa Fe and proactively and provide ongoing unbiased professional advice and recommendations that benefit the City and its members.

B. Pursuant to Article 18 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. COMPENSATION.

Article 3, paragraph A of the Agreement is amended, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay the Contractor in full payment for service rendered, a sum not to exceed seventy seven thousand six hundred and thirteen dollars and thirty two cents ($77,613.32) for FY 2020-21, inclusive of applicable gross receipts taxes. Payment shall be made for services

actually rendered, in accordance with the Fee and Payment Schedule Exhibit "A" attached hereto and incorporated herein.

2. TERM:

This Agreement shall be effective when signed by the City and shall terminate on June 30, 2021.

3. 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:
ARTHUR J. GALLAGHER & CO.

MARIA KING
AREA PRESIDENT

DATE: 6/10/2020
CRS#94-3015711
Registration #12-00046454

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (Jun 10, 2020 13:34 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR
6001750.555300
Org. Name/Org.#

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 Arthur J. Gallagher & Co.

3 Complete information requested ◯ Plus GRT ◯ Inclusive of GRT

Original Contract Amount: $65,000 (3% increase annually)

Termination Date: 06-30-2020

◯ Approved by Council Date: 06-13-12

◯ or by City Manager Date: _____

Contract is for:

Amendment # 1 to the Original Contract# 12-0405

Increase/(Decrease) Amount $ 77,613.32

Extend Termination Date to: 6-30-2021

◯ 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 $ _____ 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: $ 439,689.17

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

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

RFP# '12/19P Date: 6-13-12

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 **Procurement History:** Last year of contract for extension of another year
example: (First year of 4 year contract)

Gran Duranday
Purchasing Officer Review

Comments or Exceptions: _____

7 **Funding Source:** Gen-Liab-Third Party Admin & Professinal Services **Org/Obj** 60001750.555300

Alexis Lotero
Alexis Lotero (Jul 1, 2020 11:25 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:** Melanie Lovato

Phone # 505-490-1693

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:

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/11/2020

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.

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PRODUCER	CONTACT NAME: Direct All Inquiries to Email
Arthur J. Gallagher Risk Management Services, Inc. 300 S. Riverside Plaza, Suite 1500 Chicago IL 60606	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Chi_Certificates@ajg.com

INSURED	ARTHJGA113
Arthur J. Gallagher & Co. 18201 Von Karman, Suite 200 Irvine, CA 92612	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B : Arch Indemnity Insurance Company	30830
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2048540166 **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 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:	Y	Y	41GPP4938412	10/1/2019	10/1/2020	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 $ 3,000,000 $ 3,000,000 $
A A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			41CAB4938312 (AOS) 41CAB4939012 (MA)	10/1/2019 10/1/2019	10/1/2020 10/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 3,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
A B	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		41WCI4938112 (AOS) 44WCI0501912 (NY, TX, CA, KY, MO)	10/1/2019 10/1/2019	10/1/2020 10/1/2020	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability:
General Aggregate Per Location Subject to $10 Mil Policy aggregate.

Certholder is shown as an Additional Insured on the General Liability policy per form 00 GL0596 00 04 10 attached as required by written contract pursuant to and subject to the policy's terms , definitions , conditions and exclusions.
Waiver of Subrogation appli es in favor of Additional Insured as respects General Liability policy, pursuant to and subject to the p olicy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER

City of Santa Fe
Attn: Risk Management/Safety Division
200 Lincoln Avenue
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

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQOUR LIABILITY FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person or organization who is required under a written contract with you to be included as an insured under this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: **41GPP4938412**

Named Insured: ARTHUR J GALLAGHER & COMPANY

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: **10/1/2019**

POLICY NUMBER: 41GPP4938412

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

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:
ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER REQUIRED BY WRITTEN CONTRACT WITH SUCH PERSON OR ORGANIZATION PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE 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.

© Insurance Services Office, Inc., 2008

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/2/2019

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.

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PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
300 S. Riverside Plaza, Suite 1500
Chicago IL 60606

CONTACT NAME: Direct All Inquires via E-mail
PHONE (A/C, No, Ext): 312-704-0100 **FAX (A/C, No):** 312-803-7443
E-MAIL ADDRESS: CertRequests@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lexington Insurance Company	19437
INSURER B : XL Specialty Insurance Company	37885
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED ARTHJGA113
Arthur J. Gallagher & Co. and its subsidiaries
The Gallagher Centre
2850 West Golf Road
Rolling Meadows IL 60008

COVERAGES **CERTIFICATE NUMBER:** 1887434845 **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 $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? ☐ (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	Errors & Omissions			017018163	9/1/2019	9/1/2020	Per Claim/Aggregate	$12,000,000
B	Excess Errors & Omissions			ELU16326519	9/1/2019	9/1/2020	Per Claim/Aggregate	$13,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage extends to: Arthur J. Gallagher & Co., 18201 Von Karman Ave, Suite 200, Irvine, CA 92612

CERTIFICATE HOLDER

City of Santa Fe
Attn: Risk Management/Safety Division
200 Lincoln Avenue
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, New Mexico

memo

June 1, 2015

To: Finance Committee

From: Barbara Boltrek, Risk & Safety Manger
Office of Risk Management & Safety

Via: Oscar S. Rodriguez, Finance Director
Finance Department

Subject: Request for Approval – Renewal of Comprehensive Insurance Program Cover Submitted by A.J. Gallagher – RFP# '12/19/P

Summary:

On June 13, 2012, the City Council awarded RFP# '12/19/P for which we are hereby requesting approval of our insurance coverages for the fourth year of an eight-year award. The attached lists the various lines of coverage with the expiring and proposed premium costs per line of coverage.

Funding for this recommendation is as follows:

62102.555300	Risk – Premiums	$1,851,882.00
52800.555300	Airport – Premiums	11,781.00
52104.555600	Fine Arts – Property Coverage	3,000.00
62111.555700	Excess Work Comp – Excess Insurance	117,036.00
52501.555300	SWAMA – Pollution Coverage	36,095.34
7280000.555300	BDD – Umbrella Coverage	49,988.00
Total premiums		$2,069,782.34
62102.555300	Broker fee	71,028.00
		$2,140,810.34

Action:

Recommendation for approval of the above mentioned insurance policies and coverage for FY 2015-16 in the amount of $2,140,810.34 and forward to the City Council for its consideration.

Attachment:

AJ Gallagher Program Proposal Renewal Quotes
AJ Gallagher Broker Services Contract

Premium Summary

The estimated program cost for the recommended program/options are outlined in the following table:

LINE OF COVERAGE		EXPIRING PROGRAM The Travelers Indemnity Company of Connecticut	PROPOSED The Travelers Indemnity Company of Connecticut
Property Including Inland Marine & Equipment Breakdown	Premium	$262,871.00	$247,571.00
	Taxes	-	-
	Srchrg & Asmnt	-	-
	Total Fees	-	-
	Estimated Cost	**$262,871.00**	**$247,571.00**
	Annualized Cost	-	-
	TRIA Premium	-	-
General Liability Including Liquor Liability	Premium	$546,310.00	$555,187.00
	Taxes	-	-
	Srchrg & Asmnt	-	-
	Total Fees	-	-
	Estimated Cost	**$546,310.00**	**$555,187.00**
	Annualized Cost	-	-
	TRIA Premium	-	-
Business Auto	Premium	$389,999.00	$418,312.00
	Taxes	-	-
	Srchrg & Asmnt	-	-
	Total Fees	-	-
	Estimated Cost	**$389,999.00**	**$418,312.00**
	Annualized Cost	-	-
	TRIA Premium	-	-
Professional Liability (Including Employee Benefit, Law Enforcement, Public Entity Management, EPL)	Premium	$594,832.00	$604,390.00
	Taxes	-	-
	Srchrg & Asmnt	-	-
	Total Fees	-	-
	Estimated Cost	**$594,832.00**	**$604,390.00**
	Annualized Cost	-	-
	TRIA Premium	-	-

LINE OF COVERAGE		EXPIRING PROGRAM The Travelers Indemnity Company of Connecticut (Travelers Group)	PROPOSED The Travelers Indemnity Company of Connecticut (Travelers Group)
Cyber Liability	Premium	$3,966.00	$4,344.00
	Taxes	-	-
	Srchrg & Asmnt	-	-
	Total Fees	-	-
	Estimated Cost	**$3966.00**	**$4,344.00**
	Annualized Cost	-	-
	TRIA Premium	-	-
Crime	Premium	$3,167.00	$3,167.00
	Taxes	-	-
	Srchrg & Asmnt	-	-
	Total Fees	-	-
	Estimated Cost	**$3,167.00**	**$3,167.00**
	Annualized Cost	-	-
	TRIA Premium	-	-
Umbrella	Premium	$46,709.00	$49,988.00
	Taxes	-	-
	Srchrg & Asmnt	-	-
	Total Fees	-	-
	Estimated Cost	**$46,709.00**	**$49,988.00**
	Annualized Cost	-	-
	TRIA Premium	-	-
TOTAL TRAVELERS		**TRAVELERS EXPIRING**	**TRAVELERS RENEWAL**
		$1,847,854.00	$1,882,959.00
		-	-
		-	-
		-	-
		$1,847,854.,00[1]	**$1,882,959.00[1]**
		-	-

[1] This represents a 1.89% increase.
Note: The Flood Deductible for Contractors Equipment has been increased to $100K (discussed last year)
Note: The autos and equipment that maintain the airport tarmac, runways etc are excluded. Covered under Aviation policy

LINE OF COVERAGE		EXPIRING PROGRAM	PROPOSED
Fiduciary Liability	Premium	$12,500.00	$13,019.00
	Taxes	-	-
	Srchrg & Asmnt	-	-
	Total Fees	-	-
	Estimated Cost	**$12,500.00**	**$13,019.00**
	Annualized Cost	-	-
	TRIA Premium	Included	Included
Excess Workers' Compensation	Premium	$112,032.00	$117,036.00
	Taxes	-	-
	Srchrg & Asmnt	-	-
	Total Fees	-	-
	Estimated Cost	**$112,032.00**	**$117,036.00**
	Payroll	$71,448,798	$72,289,177
	Retention	Police/Fire: $650K All others: $600K	Police/Fire: $650K All others: $600K
Aviation Liability	Premium	$11,781.00	$11,781.00
	Taxes	-	-
	Srchrg & Asmnt	-	-
	Total Fees	-	-
	Estimated Cost	**$11,781.00**	**$11,781.00**
	Annualized Cost	-	-
	TRIA Premium	$11,781.00	$11,781.00
Storage Tank Liability	Premium	$5,662.00	$5,892.00
	Taxes	-	-
	Srchrg & Asmnt	-	-
	Total Fees	-	-
	Estimated Cost	**$5,662.00**	**$5,892.00**
	Annualized Cost	-	-
	TRIA Premium	Included	Included
Equipment Floater	Premium	$1,103.00	Included in Fine Arts Policy
	Taxes	-	
	Srchrg & Asmnt	-	
	Total Fees	-	
	Estimated Cost	**$1,103.00**	
	Annualized Cost	-	
		-	

LINE OF COVERAGE		EXPIRING PROGRAM	PROPOSED	
Santa Fe Solid Waste Pollution Liability Including General Liability	Premium	$34,189.00	$34,043.00	
	Taxes	$1,056.73	$1,052.34	
	Srchrg & Asmnt	-	-	
	Total Fees	$1,000.00	$1000.00	
	Estimated Cost	**$36,587.73**	**$36,095.34**	
	Annualized Cost	-	-	
	TRIA Premium	Included	Included	
Inland Marine - Fine Arts	Premium	$2,888.00[2]	$3,000.00[2a]	$4,200.00
	Taxes	-	-	-
	Srchrg & Asmnt	-	-	$2mm Limit
	Total Fees	-	-	-
	Estimated Cost	**$2,888.00**	**$3,000.00**	**$4,200.00**
Annual Broker Fee		**$68,959.00**	**$71,028.00**	
TOTAL ALL OTHER		$251,512	$257,851	
ESTIMATED TOTAL PREMIUM		$2,099,366	$2,140,810[3]	

[2]Total Premium includes Floater Policy (Library ONLY) with $500 Deductible and Fine Arts Policy (Marcy St ONLY) with $2,500 Deductible

[2a]Coverage for Fine Arts for ALL locations owned and operated by City; Deductible $1,000 and $5,000 for outdoor sculptures. Extended coverage for consignments; broader policy form; $1mm Limit

[3]Overall premium represents1.97% increase from expiring.

City of Santa Fe

Agenda

REGULAR MEETING OF
THE GOVERNING BODY
JUNE 24, 2015
SANTA FE COMMUNITY
CONVENTION CENTER

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: Reg. City Council Meeting – June 10, 2015
9. PRESENTATIONS
   a) Muchas Gracias – Former Planning Commissioners Angela Bordegaray, Renee Villareal, Lawrence Ortiz and John Padilla. (Mayor Gonzales) (5 Minutes)
   b) International Folk Art Market; Tourism and Community Impact. (Connie Burke) (5 Minutes)
10. CONSENT CALENDAR
    a) Request for Approval of Cooperative Agreement – Design and Right-of-Way Acquisition for Roundabout at Agua Fria Street/Cottonwood Drive Intersection; New Mexico Department of Transportation. (John Romero)
    b) Request for Approval of Amendment No. 3 to Professional Services Agreement – Radio Advertising to Promote and Market the City Parks & Recreation Department; Hutton Broadcasting, LLC. (Liza Suzanne)
    c) Request for Approval of Four-Month Emergency Procurement and Professional Services Agreement – Security Services at Municipal Parking Facilities, City Hall, Santa Fe Community Convention Center, Public Libraries, Municipal Court and Santa Fe Trails; Blackstone Security Services, Inc. (Noel Correia)
    d) Request for Approval of Donation of Fire Truck to the Sierra Bonita Volunteer Fire Department. (Robert Rodarte)

s) Request for Approval of Agreement – FY 2015/16 Coordinate Outlined Services Through the Santa Fe Regional Juvenile Justice Board; State of New Mexico Children Youth and Families Department. (Richard DeMella)

t) Request for Approval of Grant Award and Professional Services Agreement – VO2 Max (Cardiopulmonary) Testing for Santa Fe Fire Department Personnel; University of New Mexico and Approval of Budget Increase in the Amount of $61,200. (Jan Snyder)

u) Request for Approval of Renewal for Fiscal Year 2015/2016 Comprehensive Insurance Program Coverage for City of Santa Fe (RFP #12/19/P); A.J. Gallagher Risk Management Services. (Barbara Boltrek)

v) Request for Approval of Procurement Under Cooperative Price Agreement – City-Wide Building Supplies and Services for FY 2015/16 and 2016/17; Home Depot. (Robert Rodarte)

w) Request for Approval of Procurement Under Cooperative Price Agreement - City-Wide Auto and Truck Supplies and Service for FY 2015/16 and 2016/17. (Robert Rodarte)
- Carquest
- Napa
- O'Reilly's

x) Request for Final Approval of the Sale of Approximately 221 Square Feet of City-Owned Real Estate (City Parcel 1) Adjoining the Northern Boundary of 325 Sanchez Street. (Matthew O'Reilly and Edward Vigil)

y) Request for Final Approval of the Sale of Approximately 221 Square Feet of City-Owned Real Estate (City Parcel 1) Adjoining the Northern Boundary of 319 Sanchez Street. (Matthew O'Reilly and Edward Vigil)

11. Request for Approval of Appointment of Municipal Court Pro Tem Judges Pursuant to §2-3.4(C); Anthony Tupler, Paul Biderman, Virginia Vigil and Stephen Pfeffer. (Judge Ann Yalman)

12. CONSIDERATION OF RESOLUTION NO. 2015-___. (Councilor Dominguez)
A Resolution Directing Staff to Send a Letter on Behalf of the City of Santa Fe to the New Mexico Delegation in Support of the CCM-Care Act That Would Increase Care Facilities and Research on Cavernous Angioma; Transmitting A Copy of this Resolution to the Directors of the NIH, FDA and CDC Urging Them to Provide Necessary Resources to Research Potential Treatments for CCM. (Terrie Rodriguez)

ITEM # 12-0405

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Arthur J. Gallagher & Co. (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

A. Act as an independent insurance advisor to the City and proactively provide ongoing unbiased professional advice and recommendations that benefit the City and its members. Meet with City Risk Management staff, City committees, and /or staff of City departments as requested.

B. Proactively provide ongoing review and analysis of the City's insurance programs and make any appropriate recommendations for coverage changes or new coverages. Provide early warning of rate and coverage changes or renewal problems and annually provide a comprehensive report that reviews all City insurance programs.

C. Assure that insurance policies are placed in a timely manner, without lapses in coverage periods, with reputable and financially responsible insurers. Advise in writing of any changes to insurance policy within 14 days.

D. Review policies and other documents in detail within 14 days of receipt of the documents to check the wording and accuracy of each policy, binder,

certificate, endorsement or other document received from the insurers to ensure the intended coverage is provided, and all coverage, terms, and conditions, and other wording is complete and accurate, and in compliance with financial arrangements and administrative procedures acceptable to the City.

E. When more than one market is approached for a line of coverage, provide the City with copies of declination letters and all premium quotations received with a summary of coverages explaining deficiencies or benefits of the quote compared to the recommended insurance program.

F. Issue certificates of insurance within three (3) business days following the date of request.

G. Comply with all State and Federal laws and regulations pertaining to insurance brokers licensed in the State of New Mexico.

H. Make available consultation services as well as loss control services as requested by the City. Assist in analyzing loss exposures from existing and new operations, and determine the appropriate risk management alternatives, including types, availability, cost, and extent of coverages that should be considered.

I. Provide oversight and ensure compliance of third party administrators assigned to handle the City accounts.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel, 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 and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. From July 1, 2012 to July 1, 2013, the City shall pay to the Contractor in full payment for services rendered, a sum not to exceed sixty five thousand dollars ($65,000.00) inclusive of applicable gross receipts taxes. Effective July 1st of each fiscal year, the City shall pay to the Contractor in full payment for services rendered, $65,000 plus a 3% annual increase, inclusive of applicable gross receipt taxes,for the remainder of the term of this Agreement.

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.

C. Payment shall be made upon receipt, approval and acceptance by the City of monthly detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. 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.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2020, unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 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) Compensation is not based upon hourly rates for services rendered, it is based upon a monthly service basis, therefore, 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.

7. 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 Agreement.

8. 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.

9. 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.

10. 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.

11. 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.

12. INSURANCE

A. The Contractor, 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, in a form and with an insurance company 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 property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. 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.

20. 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.

21. 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.

22. 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:

City of Santa Fe
Risk Management/ Safety Division
200 Lincoln Avenue
Santa Fe, NM 87504

Contractor: Arthur J. Gallagher & Co.
15 Enterprise, Suite 200
Aliso Viejo, CA 92656

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

David Coss

DAVID COSS, MAYOR

DATE: 6/15/12

ATTEST:

Yolanda Y. Vigil

YOLANDA Y. VIGIL
CITY CLERK

6/13/12

CONTRACTOR:
Arthur J. Gallagher & Co.

By: Allen Gallagher

(Name & Title)

Title: Area President

Date: 6-20-2012

Fed.ID, CRS# 94-3015711

City of Santa Fe Business Registration # 12-111023

APPROVED AS TO FORM:

Judith Amer for

GENO ZAMORA, CITY ATTORNEY

5/31/12

APPROVED:

DR. MELVILLE L. MORGAN, FINANCE DIRECTOR

6/14/12

62012 555 300

Business Unit Line Item

various funds

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/14/2014

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 1-312-704-0100 Arthur J. Gallagher Risk Management Services, Inc. 300 South Riverside Plaza Suite 1900 Chicago, IL 60606 Direct all inquires to email	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Chi_Certificates@ajg.com
INSURED Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. 18201 Von Karman, Suite #200 Irvine, CA 92612	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: LEXINGTON INS CO — 19437 INSURER B: XL SPECIALTY INS CO — 37885 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 41829491 **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	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ ☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
	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						WC STATU-TORY LIMITS ☐ 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	Errors & Omissions			015012431	09/01/14	09/01/15	Each Wrongful Act	20,000,000
B	(Claims Made)			ELU13573314	09/01/14	09/01/15	Aggregate	20,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
For evidence of insurance coverage only	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 Thomas B. Gallagher

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SUMMARY INDEX
SANTA FE CITY COUNCIL MEETING
Wednesday, June 24, 2015

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APPROVAL OF MINUTES: REGULAR CITY COUNCIL MEETING – JUNE 10, 2015	Approved	5
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ITEM	ACTION	PAGE
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********** END OF CONSENT CALENDAR DISCUSSION **********		
REQUEST FOR APPROVAL OF APPOINTMENT OF MUNICIPAL COURT PRO-TEM JUDGES PURSUANT TO §2-3.4(C); ANTHONY TUPLER, PAUL BIDERMAN, VIRGINIA VIGIL AND STEPHEN PFEFFER	Approved	17-18
CONSIDERATION OF RESOLUTION NO. 2015-60. A RESOLUTION DIRECTING STAFF TO SEND A LETTER ON BEHALF OF THE CITY OF SANTA FE TO THE NEW MEXICO DELEGATION IN SUPPORT OF THE CCM-CARE ACT THAT WOULD INCREASE CARE FACILITIES AND RESEARCH ON CAVERNOUS ANGIOMA; TRANSMITTING A COPY OF THIS RESOLUTION TO THE DIRECTORS OF THE NIH, FDA AND CDC URGING THEM TO PROVIDE NECESSARY RESOURCES TO RESEARCH POTENTIAL TREATMENTS FOR CCM	Approved	18-19
CONSIDERATION OF RESOLUTION NO. 2015-61. A RESOLUTION AMENDING RESOLUTION NO. 2015-42 TO CLARIFY THAT MEMBERS OF THE PARKS AND OPEN SPACES ADVISORY COMMISSION (POSAC) AT THE TIME SAID RESOLUTION WAS ADOPTED SHALL CONTINUE AS INTERIM MEMBERS OF THE PARKS AND RECREATION ADVISORY COMMISSION (PARC) UNTIL THE MAYOR HAS APPOINTED PERMANENT MEMBERS TO THE COMMISSION; PERMITTING THE INTERIM CHAIR OF PARC TO APPOINT INTERIM MEMBERS TO SUBCOMMITTEES CREATED IN ACCORDANCE WITH RESOLUTION 2015-42	Approved	19-20
PURSUANT TO RESOLUTION #2011-56 AND SECTION 1-7.11 SFCC 1987, REVIEW AND UPDATE OF NEW MEXICO OPEN MEETINGS ACT, INSPECTION OF PUBLIC RECORDS ACT, CITY OF SANTA FE ETHICS ORDINANCE AND NEW MEXICO GOVERNMENTAL CONDUCT ACT	Presentation/discussion	20-23

Arthur J. Gallagher & Co.

Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc.
18201 Von Karman Ave Suite 200
Irvine, CA 92612

Phone: (949)349-9800 Fax: (949)349-9900

License #: 0726293 KOPNA1

Invoice # 1397332	Page 1 of 2
Account Number	Date
SANTFE0-01	7/1/2015
BALANCE DUE ON	
7/1/2015	
AMOUNT PAID	Amount Due
	$1,882,959.00

City of Santa Fe
Barbara Boltrek
P.O. Box 909
Santa Fe, NM 87504

Cyber Liability PolicyNumber: 14S09919 Company: The Travelers Indemnity Company of CT Effective: 7/1/2015 to 7/1/2016

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
7204265	7/1/2015	7/1/2015	RENB	Cyber Renewal	$4,344.00

Commercial Package PolicyNumber: 15N80223 Company: The Travelers Indemnity Company of CT Effective: 7/1/2015 to 7/1/2016

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
7204260	7/1/2015	7/1/2015	RENB	Liability Package Renewal	$1,159,577.00

Umbrella PolicyNumber: 15N80235 Company: The Travelers Indemnity Company of CT Effective: 7/1/2015 to 7/1/2016

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
7204270	7/1/2015	7/1/2015	RENB	Umbrella Renewal	$49,988.00

Crime PolicyNumber: 6302C41023A Company: The Travelers Indemnity Company of CT Effective: 7/1/2015 to 7/1/2016

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
7204267	7/1/2015	7/1/2015	RENB	Crime Renewal	$3,167.00

Automobile PolicyNumber: 810-2C410241 Company: The Travelers Indemnity Company of CT Effective: 7/1/2015 to 7/1/2016

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
7204263	7/1/2015	7/1/2015	RENB	Auto Renewal	$418,312.00

Property PolicyNumber: H-630-2C41023A-IND-15 Company: The Travelers Indemnity Company of CT Effective: 7/1/2015 to 7/1/2016

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
7204257	7/1/2015	7/1/2015	RENB	Property Renewal including Inland Marine and EB	$247,571.00

Thank you for your business

Please include invoice number with your remittance to expedite processing.

Please send your remittance to: Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc.
PO Box 742886
Los Angeles, CA 90074-2886

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Invoice # 1397332	Page 2 of 2
Account Number	Date
SANTFE0-01	7/1/2015
BALANCE DUE ON	
7/1/2015	
AMOUNT PAID	Amount Due
	$1,882,959.00

City of Santa Fe
Barbara Boltrek
P.O. Box 909
Santa Fe, NM 87504

Total Invoice Balance: $1,882,959.00

Good for the environment. Less paper for you!

Our clients tell us that receiving both a statement and an invoice is duplicative. And we've listened.
Arthur J. Gallagher will only send you an invoice.
If at any time you need a statement, please contact your Client Service Team.

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License #: 0726293 KOPNA1

Invoice # 1394995	Page 1 of 1
Account Number	Date
SANTFE0-01	6/30/2015
BALANCE DUE ON	
7/1/2015	
AMOUNT PAID	Amount Due
	$12,890.00

City of Santa Fe
Barbara Boltrek
P.O. Box 909
Santa Fe, NM 87504

Fiduciary Liability PolicyNumber: 01-462-99-27 Company: National Union Fire Insurance Company of Pittsb Effective: 7/1/2015 to 7/1/2016

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
7195597	7/1/2015	7/1/2015	RENB	15-16 Fiduciary Renewal Premium	$12,890.00

Thank you for your business

Total Invoice Balance: **$12,890.00**

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Irvine, CA 92612

Phone: (949)349-9800 Fax: (949)349-9900

License #: 0726293 KOPNA1

Invoice # 1395940	Page 1 of 1
Account Number	Date
SANTFE0-01	6/30/2015
BALANCE DUE ON	
7/1/2015	
AMOUNT PAID	Amount Due
	$5,892.00

City of Santa Fe
Barbara Boltrek
P.O. Box 909
Santa Fe, NM 87504

Environmental Liability PolicyNumber: G27064231-004 Company: ACE American Insurance Company Effective: 7/1/2015 to 7/1/2016

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
7200171	7/1/2015	7/1/2015	RENB	15-16 Storage Tank Renewal Premium	$5,892.00

Thank you for your business

Total Invoice Balance: **$5,892.00**

Good for the environment. Less paper for you!

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Los Angeles, CA 90074-2886

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Irvine, CA 92612

Phone: (949)349-9800 Fax: (949)349-9900

License #: 0726293 KOPNA1

Invoice # 1401442	Page 1 of 1
Account Number	Date
SANTFE0-01	7/6/2015
BALANCE DUE ON	
7/6/2015	
AMOUNT PAID	Amount Due
	$71,028.00

City of Santa Fe
Barbara Boltrek
P.O. Box 909
Santa Fe, NM 87504

Risk Management Fee PolicyNumber: BROKER FEE Company: Arthur J Gallagher - Aliso Viejo Effective: 7/1/2015 to 7/1/2016

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
7218048	7/1/2015	7/6/2015	AFEE	15-16 Annual Broker Fee	$71,028.00

Thank you for your business

Total Invoice Balance: $71,028.00

Good for the environment. Less paper for you!

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Irvine, CA 92612

Phone: (949)349-9800 Fax: (949)349-9900

License #: 0726293 KOPNA1

Invoice # 992644	Page 1 of 1
Account Number	Date
SANTFE0-01	7/5/2014
BALANCE DUE ON	
7/1/2015	
AMOUNT PAID	Amount Due
	$11,781.00

City of Santa Fe
Barbara Boltrek
P.O. Box 909
Santa Fe, NM 87504

Aviation PolicyNumber: 9959-1934-04 Company: Federal Insurance Company Effective: 7/1/2015 to 7/1/2016

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
4926871	7/1/2015	7/1/2015	RENB	Airport Liability renewal	$11,781.00
				Total Invoice Balance:	$11,781.00

Please include invoice number with your remittance to expedite processing.

Please send your remittance to:

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PO Box 742886
Los Angeles, CA 90074-2886

Arthur J. Gallagher & Co.

Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc.
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Irvine, CA 92612

Phone: (949)349-9800 Fax: (949)349-9900

License #: 0726293 KOPNA1

Invoice # 1399743	Page 1 of 1
Account Number	Date
SANTFE0-01	7/2/2015
BALANCE DUE ON	
7/2/2015	
AMOUNT PAID	Amount Due
	$36,095.34

City of Santa Fe
Barbara Boltrek
P.O. Box 909
Santa Fe, NM 87504

Environmental Liability PolicyNumber: 15PKGWE00097 Company: Evanston Insurance Company Effective: 7/1/2015 to 7/1/2016

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
7211871	7/1/2015	7/2/2015	RENB	15-16 SFSWMA Pollution Liability Renewal Premium	$34,043.00
7211872	7/1/2015	7/2/2015	CFEE	Broker Fee	$1,000.00
7211873	7/1/2015	7/2/2015	SLTX	State Tax	$1,052.34

Thank you for your business

Total Invoice Balance: **$36,095.34**

Good for the environment. Less paper for you!

Our clients tell us that receiving both a statement and an invoice is duplicative. And we've listened.
Arthur J. Gallagher will only send you an invoice.
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Los Angeles, CA 90074-2886

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18201 Von Karman Ave Suite 200
Irvine, CA 92612

Phone: (949)349-9800 Fax: (949)349-9900

License #: 0726293 KOPNA1

Invoice # 1395022	Page 1 of 1
Account Number	Date
SANTFE0-01	6/30/2015
BALANCE DUE ON	
7/1/2015	
AMOUNT PAID	Amount Due
	$3,000.00

City of Santa Fe
Barbara Boltrek
P.O. Box 909
Santa Fe, NM 87504

Fine Arts PolicyNumber: HTB-000069-002 Company: Ironshore Indemnity Inc. Effective: 7/1/2015 to 7/1/2016

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
7195664	7/1/2015	7/1/2015	RENB	15-16 Fine Arts Renewal Premium	$3,000.00

Thank you for your business

Total Invoice Balance: $3,000.00

Good for the environment. Less paper for you!

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Phone: (949)349-9800 Fax: (949)349-9900

License #: 0726293 KOPNA1

Invoice # 1396080	Page 1 of 1
Account Number	Date
SANTFE0-01	6/30/2015
BALANCE DUE ON	
7/1/2015	
AMOUNT PAID	Amount Due
	$117,036.00

City of Santa Fe
Barbara Boltrek
P.O. Box 909
Santa Fe, NM 87504

Workers Comp PolicyNumber: SP4053474 Company: Safety National Casualty Corporation Effective: 7/1/2015 to 7/1/2016

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
7200818	7/1/2015	7/1/2015	RENB	15-16 Excess Workers' Compensation renewal	$117,036.00

Thank you for your business

Total Invoice Balance: **$117,036.00**

Good for the environment. Less paper for you!

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Please send your remittance to: Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc.
PO Box 742886
Los Angeles, CA 90074-2886

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 07/20/2020
FOR CITY COUNCIL MEETING OF 07/29/20

k) Request for the Approval of Amendment #1 to Service Contract 20-0027 in the Total Amount of $500,000.00 Plus Applicable NMGRT for On-Call HVAC, Mechanical, Plumbing and Electrical Services at Midtown and Other City Facilities as Needed; B&D Industries, Inc (Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 955-5933)

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. 7O

Request for the Approval of Amendment #1 to Service Contract 20-0027 in the Total Amount of $500,000.00 Plus Applicable NMGRT for On-Call HVAC, Mechanical, Plumbing and Electrical Services at Midtown and Other City Facilities as Needed; B&D Industries, Inc (Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 955-5933)

COMMITTEE REVIEW

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

PUBLIC UTILITES COMMITTEE ACTION: Pulled by Councilor Garcia for clarification on the increase of the contract. Unanimously approved to forward to 6/15/2020 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
Memorandum

DATE: May 28, 2020

TO: Governing Body, Finance Committee and Public Works Committee

VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
John Romero, Interim Public Works Department Director JR

FROM: Sam Burnett, Public Works Property Maintenance Manager

ITEM AND ISSUE:
Request for the Approval of Amendment #1 to Service Contract 20-0027 increasing compensation in the Amount of $500,000.00 to a total amount of $750,000.00 plus NMGRT for HVAC, Mechanical, Plumbing and Electrical Services at Midtown Santa Fe and throughout City Facilities; B&D Industries, Inc; Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 505-955-5933)

BACKGROUND AND SUMMARY:
This On-Call Contract is with B&D Industries and provides on-call HVAC, Mechanical, Plumbing and Electrical services. This on-call is a critical to the ability of the Facilities Division to prevent major damage to Midtown Santa Fe and other City's Facilities, to mitigate damage once it has occurred and deliver exceptional customer services. This contract is using State Price Agreement #90-000-18-00073 as the procurement vehicle.

Amendment #1 to On-Call Contract #20-0027 will increase compensation from $250,000.00 to $750,000.00 plus applicable NMGRT. This will allow for the continued maintenance and repairs at Midtown Santa Fe as well as throughout the other City Facilities services by the Public Works Facilities Division. This contract is managed by the Public Works Property Maintenance Manager. Purchase requisitions requested for work outside of Midtown will be reviewed and authorized by the Property Maintenance Manager based upon need.

B&D Industries has been chosen to provide this service for a number of important reasons. First, B&D has provided these services at Midtown Santa Fe for the last two years and thus has considerable knowledge of the campus and it's systems. Second, B&D has done a thorough assessment of the HVAC and mechanical systems and helped Facilities generate a detailed equipment database, which again gives them extensive familiarity with the campus. Third, B&D has been assisting the Facilities Division Maintenance Section with work throughout many of the City's facilities giving them extensive knowledge of the City's equipment beyond Midtown. Fourth, B&D's experience modifier is 0.77, which demonstrates the high quality and safety of their operations. Finally, B&D has consistently demonstrated an exceptional level of service that makes them an incredible asset to the City of Santa Fe.

PROCUREMENT METHOD:
The procurement method is via State Price Agreement #90-000-18-00073.

CONTRACT NUMBER:

The FY20 Munis contract number is 3201872

FUNDING SOURCE:
Fund Name/Number: Various
Munis Org Name/Number: Various
Munis Object Name/Number: Various

ACTION REQUESTED:
Please approve this contract amendment with Universal Protection Services, LP dba Allied Universal Security in the amount of $750,000.00 plus applicable New Mexico Gross Receipts Tax (8.4375%).

CITY OF SANTA FE
AMENDMENT No. 1 TO
SERVICE AGREEMENT
ITEM# 20-0027

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE SERVICE AGREEMENT, dated January 28, 2020 the "Agreement"), between the City of Santa Fe (the "City") and B&D Industries, Inc (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, Contractor has agreed to provide professional HVAC, mechanical plumbing and electrical services for the City of Santa Fe.

B. Pursuant to Article 8 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. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of five hundred thousand dollars ($500,000.00), plus applicable gross receipts taxes and as described in Exhibit "A" attached hereto so that Article 3, paragraph A reads in its entirety as follows:

A. City shall pay to the Contractor on a time and materials basis for work pre-approved by an authorized City of Santa Fe Facilities Division representative in an amount that shall not exceed $750,000.00 plus applicable New Mexico Gross Receipts Tax.

Deliverable item:	U/I (unit of issue)	Price
01 On-Call HVAC, Mechanical, Plumbing & Electrical Services		$750,000.00

The total compensation under this Agreement shall not exceed $750,000.00 plus applicable NMGRT (8.4375%).

2. TERM:

Article 5 of the Agreement is hereby deleted in its entirety and substitute the following Article 5 in its place:

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2021 unless sooner pursuant to Article 6 below.

3. 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:

_____

CLINTON BEALL
SENIOR VICE PRESIDENT B&D INDUSTRIES

DATE:_____

CRS#01-716872-004
Registration #20-00110523

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 8, 2020)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY
FINANCE DIRECTOR

Business Unit Line Item: VARIOUS

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 B&D Industries, Inc

3 Complete information requested ☐ Plus GRT ☑ Inclusive of

Original Contract Amount: $271,093.75

Termination Date: June 30, 2021

☑ Approved by Council Date: January 28, 2020

☐ or by City Manager Date: _____

Contract is for: On-Call HVAC, Mechanical, Plumbing and electrical services for City Facilities using SPA#90-000-18-00073

Amendment # 1 to the Original Contract# 20-0027

Increase/(Decrease) Amount $ $500,000.00

Extend Termination Date to: _____

☑ Approved by Council Pending

☐ or by City Manager Date: _____

Amendment is for:

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

Amount $ 250,000.00 of original Contract# 20-0027 Termination Date: 6/30/2021

Reason: _____

Amount $ 500,000.00 amendment # 1 Termination Date: 6/30/2021

Reason: Increase conpensation for next fiscal year.

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ $750,000.00

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 State Price Agreement 90-000-18-00073

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

Fran Duncan 6/15/20
Fran Duncan (Jun 15, 2020 08:40 MDT)

Purchasing Officer Review

Comments or Exceptions:

7 **Funding Source:** Midtown Operations Repairs & Maintenance **BU/Line Item:** Misc

Sam Burnett
Sam Burnett (Jun 15, 2020 08:23 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:** J Sam Burnett

Phone # 505-795-2491

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: B&D Industries, Inc

Procurement Title: B&D Industries Inc – HVAC, Mechanical, Plumbing and Electrical On-Call Amendment #1

Solicitation RFP#: NA

Department Requesting/Staff Member: Public Works Dept, Facilities Division. J Sam Burnett, Property Manager

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: _____

J Sam Burnett, Public Works Property Manager
Department Rep Printed Name and Title

J Sam Burnett
Department Rep Signature attesting that all information included

Fran Dunaway (Jun 15, 2020 09:40 MDT)
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

J Sam Burnett, Public Works Property Manager
Department Rep Printed Name and Title

J Sam Burnett
Department Rep Signature attesting that all information included

*

B&DINDU-01 MKATS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/7/2019

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)
7770 Jefferson Street NE, Suite 101
Albuquerque, NM 87109

CONTACT NAME: Carrie Butler
PHONE (A/C, No, Ext): (505) 262-9412 9412 FAX (A/C, No): (866) 487-3972
E-MAIL ADDRESS: Carrie.Butler@hubinternational.com

INSURED
B & D Industries, Inc.
9720 Bell Ave SE
Albuquerque, NM 87123

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Company	20508
INSURER B : National Fire Insurance Company of Hartford	20478
INSURER C : The Continental Insurance Company	35289
INSURER D : Transportation Insurance Company	20494
INSURER E : Builders Trust of New Mexico	
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 CLAIMS-MADE X OCCUR	X	X	6016149399	11/11/2019	11/11/2020	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 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:							$
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	6016149371	11/11/2019	11/11/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	6016149404	11/11/2019	11/11/2020	EACH OCCURRENCE AGGREGATE	$ 11,000,000 $ 11,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	6016149385	11/11/2019	11/11/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
E	Worker's Compensatio		X	5672	1/1/2020	1/1/2021	Accid/Empl/Pol Limit	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Umbrella is Form Following over General Liability, Auto Liability and Employers Liability. Additional Insured, Waiver of Subrogation and Primary Non-Contributory apply per attached policy forms.

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Ave
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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City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: B & D INDUSTRIES, INC.
DBA: B & D INDUSTRIES, INC.

Business Location: SF COUNTY
SANTA FE, NM 87501

Owner: CLINTON BEALL

License Number: 224955

Issued Date: February 06, 2020

Expiration Date: December 31, 2020

CRS Number: 01716872004

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor - General

Fees Paid: $10.00

B & D INDUSTRIES, INC.
9720 BELL SE
ALBUQUERQUE , NM 87123

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

ITEM # 20-0027

City of Santa Fe Contract
HVAC, Mechanical, Plumbing and Electrical On-Call for City Facilities

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **B&D Industries, Inc** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of 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. "Products and Services schedule" refers to the complete list of 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.

D. "You" and "your" refers **B&D Industries, Inc** "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: miscellaneous HVAC, mechanical, plumbing and electrical services for City Facilities via State Price Agreement #90-000-18-00073. See the attached proposal marked "Exhibit A" attached hereto and made a part thereof from **B&D Industries, Inc** to include the following, but is not necessarily inclusive to the following: miscellaneous general contractor services for City Facilities.

3. **Compensation**

The City shall pay to the Contractor on a time and materials basis for work pre-approved by an authorized City of Santa Fe Facilities Division representative in an amount that shall not exceed $250,000.00 plus applicable New Mexico Gross Receipts Tax.

Deliverable item:	U/I (unit of issue)	Price
01 On-Call HVAC, Mechanical, Plumbing & Electrical Services		$250,000.00

The total compensation under this Agreement shall not exceed **$271,093.75 including applicable NMGRT (8.4375%).**

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 6/30/2021. 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.

J. Sam Burnett, Property Maintenance Manager
City of Santa Fe Public Works Dept.
2651 Siringo Road, Building E
Santa Fe, New Mexico 87504
jsburnett@santafenm.gov
505-955-5933

To Contractor:
B&D Industries, Inc
9720 Bell Ave SE
Albuquerque, New Mexico 87123
505-299-4464 – Office

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.

To Contractor:
B&D Industries, Inc
9720 Bell Ave SE
Albuquerque, New Mexico 87123
505-299-4464 – Office

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 to the City of Santa Fe Professional Services Agreement as of the date set forth below.

CITY OF SANTA FE:

ALAN WEBBER,
MAYOR

DATE: 1/28/2020

CONTRACTOR:

See Attached
CLINTON BEALL
SENIOR VICE PRESIDENT B&D INDUSTRIES

DATE:

CRS#01-716872-004
Registration #19-00110523

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

11/4/19
ERIN K. MCSHERRY
CITY ATTORNEY

APPROVED:

MARY MCCOY
FINANCE DIRECTOR

Business Unit Line Item: VARIOUS
on-call / citywide
See attached email

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:

_____
JACKSON JOHNS
PRESIDENT NATIONAL ROOFING

DATE: 12-19-19

CRS#01-851145-007
Registration #19-00123596

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

_____
ERIN K. MCSHERRY
CITY ATTORNEY

APPROVED:

_____
MARY MCCOY
FINANCE DIRECTOR

Business Unit Line Item: MISC

GSD/PD (Rev. 01/11)

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
(AV) 0000050920
TLC Company, Inc.
DBA: TLC Plumbing & Utility
5000 Edith Blvd. NE
Albuquerque, NM 87107

Email: jpboyd@tlcplumbing.com
Telephone No. 505-761-9696

Price Agreement Number: 90-000-18-00073

Price Agreement Amendment No.: One

Term: June 20, 2019 – June 19, 2020

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested at time of order

Procurement Specialist: Mark Lujan

Telephone No.: (505) 827- 0564

Email: Mark.Lujan@state.nm.us

Title: HVAC and Plumbing Services - Statewide

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Item Price correction for Vendor (AV) TLC Company, Inc. DBA: TLC Plumbing & Utility on Pg. 26 of SWPA

- **Item 4, Zone 3 corrected from $87,075.00 to $87.75**

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 09/12/2019

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

(Rev. 1/19)

State of New Mexico
General Services Department

REVISED Statewide Price Agreement

Awarded Vendor
23 Vendors (See Pages 6 through 9)

Telephone No. _____

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested

Price Agreement Number: 90-000-18-00073

Payment Terms: Net 30

F.O.B.: **Destination**

Delivery: **As Requested**

Procurement Specialist: Mark Lujan

Telephone No.: (505) 827- 0564

Email: Mark.Lujan@state.nm.us

Title: **HVAC and Plumbing Services - Statewide**

Term: **June 20, 2019 to June 19, 2020**

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.

Accepted for the State of New Mexico

Mark Hayden, New Mexico State Purchasing Agent

Date: 08/20/2019

Terms and Conditions
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.

2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. **Assignment:**

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.

6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**

9. **Taxes:** The unit price shall exclude all state taxes.

10. **Packing, Shipping and Invoicing:**

a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor 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 Vendor, 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 subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. **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.

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel:** Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

New Mexico Employees Health Coverage

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 its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds $250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico 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.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: http://www.insurenewmexico.state.nm.us/.

D. For purposes of this Paragraph, the following terms have the following meanings:

(1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and

(2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

Article I – Statement of Work
Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term
The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications
Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions
Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination
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. 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. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment
This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Indemnity Clause
Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.
Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule
Prices as listed in the price schedule hereto attached are firm.

Awarded Vendors:

(AA) 0000054601
AnchorBuilt, Inc.
P.O. Box 27688
Albuquerque, NM 87125
505-342-2452
ray.zamora@anchorbuilt.com

Delivery: 104 Sin Nombre Court NE, Albuquerque NM 87113

(AB) 0000046277
B&D Industries, Inc.
9720 Bell Ave. SE
Albuquerque, NM 87123
505-299-4464
clinton@banddindustries.com

Delivery: F.O.B. Destination

(AC) 0000049957
CAC, Inc.
610 Industrial Ave NE
Albuquerque, NM 87107
505-343-6100
trevorb@cacinc.net

Delivery: F.O.B. Destination

(AD) 0000141802
Caliber Construction Services
2700 Vista Grande Dr. NW #59
Albuquerque, NM 87120
850-218-7546
dmwarren@caliberam.com

Delivery: Included in Bid Costs

(AE) 0000108425
Comfort Systems USA SW
8920 Adams St. NE Ste. A
Albuquerque, NM 87113
505-856-9250
brian.ruffner@comfortsystemsusa.com

Delivery: F.O.B Destination

(AF) 0000086357
Four Winds Mechanical HTC/AC
8915 Adams St. NE Ste. B
Albuquerque, NM 87113
505-899-2939
Lynn@4windsmechanical.com

Delivery: To Be Determined

(AG) 0000141856
Installation & Service Heating, Inc.
7500 2nd St. NW
Albuquerque, NM 87107
505-792-5103
serviceishc@ishcnm.com

Delivery: As Requested

(AH) 0000087051
La Mesilla Construction, LLC
98 CR 119
Española, NM 87532
505-927-6513
lamesillaconstruction@gmail.com

Delivery: Per "owners" request

(AI) 0000048657
Welch's Boiler Service, Inc.
6060 Isleta Blvd. SW
Albuquerque, NM 87105
505-877-0356
welchsboiler@comcast.net

Delivery: T.B.D Visually, Immediately

(AJ) 0000052947
Western Mechanical Co.
DBA: Western Mechanical HVAC & Plumbing
3301 Girard Blvd NE
Albuquerque, NM 87107
505-341-4458
mike.westernmechanical@gmail.com

Delivery: Hand Delivery

(AK) 0000086970
Yearout Service, LLC.
8501 Washington St. NE
Albuquerque, NM 87113
505-314-8226
Dispatch@yearout.com

Delivery: As Requested - With Emergency On-Call

(AL) 0000051142
A-Plus Plumbing & Heating, Inc.
P.O. Box 9719
Santa Fe, NM 87504
505-470-6162
aplusespanola@yahoo.com

Delivery: 502 Calle Ben Vigil, Espanola NM 87532

(AM) 0000046760
Chardans Mechanical, Inc.
4320 Ellison St. NE
Albuquerque, NM 87109
505-345-2581
Chardans@hotmail.com

Delivery: N/A

(AN) 0000046669
Donner Plumbing & Heating
107 Candelaria Rd. NW
Albuquerque, NM 87107
505-884-1017
jgarner@donnerplumbing.com

Delivery: As Requested

(AO) 0000135004
ENGIE Services US
2600 American Rd. SE Ste. 360
Rio Rancho, NM 87124
505-890-2888
david.frederick@engie.com

Delivery: 6-72 Hours

(AP) 0000047364
GEW Mechanical, Inc.
PO Box 10293
Albuquerque, NM 87184-0293
505-345-3033
patrick@gewmechanical.com

Delivery: Net 30

(AQ) 0000051254
J.D. Zentz, Inc.
2006 Southern Blvd. SE Ste. 106
Rio Rancho, NM 87124
505-891-0551
jdzentz@aol.com

Delivery: Upon Award

(AR) 0000046321
Jack B. Henderson
Construction Co., Inc.
501 Eubank Blvd. SE
Albuquerque, NM 87123
505-292-8955
jeichhorst@jbhenderson.com

Delivery: 501 Eubank Blvd. SE Albuquerque, NM 87123

(AS) 0000134853
JLC Professional Plumbing & Heating
1404 Sigma Chi Rd. NE
Albuquerque, NM 87106
505-206-9067
jlc_plumbing@icloud.com

Delivery: As Requested

(AT) 0000014482
Johnson Controls, Inc.
5500 Midway Park Place NE
Albuquerque, NM 87109
505-379-2856
joseph.c.peren@jci.com

Delivery: As Needed

(AU) 0000043952
PC Automated Controls, Inc.
10279 Dyer St
El Paso, TX 79924
6565 Americas Parkway NE
Albuquerque, NM 87110
915-751-0313 505-918-0169
blinzey@pcautomatedcontrols.com

Delivery: 2 Days

(AV) 0000050920
TLC Company, Inc.
DBA: TLC Plumbing & Utility
5000 Edith Blvd. NE
Albuquerque, NM 87107
505-761-9696
jpboyd@tlcplumbing.com

Delivery: Destination

(AW) 0000051414
WWRC, Inc.
1716 W 7th
Clovis, NM 88101
575-769-2618
wwrc@wwrcinc.com

Delivery: As Requested

The State of New Mexico wishes to establish a Statewide Price Agreement for on-call miscellaneous heating, ventilating and air conditioning work; for boilers and water heating equipment; for controls; and work related to these systems, and for plumbing work throughout the entire state of New Mexico

Term:

The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period of three (3) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This Price Agreement shall not exceed four (4) years.

Compensation Caps:

The total cost of **each project**, including applicable gross receipts tax, shall not exceed One Million Dollars (**$1,000,000.00**). This cap includes all change orders associated with the project.

The total cap for **this Statewide Price Agreement** is **Ten Million ($10,000,000) per awarded Contractor** for the whole term of the Statewide Price Agreement.

There will be multiple Contractors awarded as a result of this solicitation.

The Contractor **MUST** to report all work issued under this Price Agreement to State Purchasing Division every quarter so that the cap thresholds can be monitored. A copy of approved POs must be sent as well as a summary spreadsheet for the quarter. The spreadsheet shall contain the following columns:

- Name of entity issuing the PO
- Date of the PO
- PO number
- project name
- dollar amount of the PO

Failure to do so will result in the yearly renewal of the Price Agreement being denied. Quarterly Spreadsheets MUST be sent to Mark Lujan at Mark.Lujan@state.nm.us.

When the total cap of ten million ($10,000,000) for this Statewide Price Agreement has been reached, the Contractor will be terminated from the Price Agreement.

Insurance:

The Contractor shall provide all insurance necessary for its employees on the project, including, but not limited to, Workman's Compensation Insurance. The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation Insurance coverage for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules, when required to do so, this Price Agreement will be cancelled immediately.

Contractor shall indemnify and hold harmless the State, its officers, and employees, against liability, claims, damages, losses, or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from, Contractor's and/or its employees, own negligent acts or omissions while Contractor, and/or its employees perform or fail to perform its obligations and duties under the terms and conditions of this Price Agreement. This Save Harmless and Indemnification Clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., NMSA 1978 Comp. and Section 56-7-1 NMSA 1978 Comp.) and any amendments thereto.

It is specifically agreed between the parties executing this Price Agreement that it is not intended by any of the provisions of any part of the Price Agreement to create the public or any member hereof a third party beneficiary or to authorize anyone not a party to the Price Agreement to maintain a suit for wrongful death, bodily and/or personal injury to persons, damage to properties and/or other claims whatsoever pursuant to the provisions of this Price Agreement.

The Contractor shall provide public liability insurance for the minimum amount of one hundred thousand dollars ($100,000) for damage to or destruction of property arising out of each occurrence; the amount of three hundred thousand dollars ($300,000) to any person for any number of claims arising out of each occurrence for all damages other than property damage as permitted under the New Mexico Tort Claims Act; and the amount of five hundred thousand dollars ($500,000) for all claims arising out of each occurrence. Umbrella or excess liability coverage shall not be considered as any part of the primary coverage.

All work covered by this Invitation to Bid shall be in accordance with applicable state laws, the International Building Code (IBC) and New Mexico building codes and is subject to the minimum wage rate determination issued by the New Mexico Department of Workforce Solutions, if applicable.

Wage Rates:
All work covered by this Invitation to Bid shall be in accordance with applicable state laws and is subject to the minimum wage rate determination issued by the Department of Workforce Solutions if applicable.

A wage rate decision is required by the Public Works Minimum Wage Act for construction, demolition or renovation purposes on projects costing sixty thousand dollars ($60,000) or more and funded in part by state or local funding. The Contractor agrees to comply with the current prevailing wage rate schedule when applicable. For current wage rates or for additional information, visit: http://www.dws.state.nm.us

Bonding:
A one hundred percent (100%) performance bond and a one hundred percent (100%) payment and material bond executed by a surety company authorized to do business in the state of New Mexico will be required of the successful bidder(s) prior to each project over twenty-five thousand dollars ($25,000). Said bonds must be provided to the requesting agency and are to be filed with the agencies purchasing office. Failure to comply shall result in order being issued to another vendor and difference being charged back to the awarded Contractor(s).

Price shall not include state gross receipts tax or local option tax. Such tax or taxes shall be added at time of invoicing at current rate and shown as a separate item to be paid by user.

The prices quoted herein represent the total compensation to be paid by the State for the goods and/or services provided including any and all labor, equipment, tools, materials, taxes, permits, licenses, or other costs necessary to complete the service or goods provided.

The awarded Contractor shall be responsible for all permits associated with this work as required by the State of New Mexico Construction Industries Division (CID). The CID will issue permits for work performed at state-owned buildings.

Contractors will be allowed travel time and mileage one way from vendor's place of business to jobsite in excess of fifty (50) miles. If job requires more than one visit Contractor must have justification and prior approval from the using agency. Mileage will be based by mapquest.com.

Contractor Note:
No person shall act as a Contractor without a license issued by the Construction Industries Division, classified to cover the type of work to be performed. No bid on a contract shall be submitted unless the Contractor has a valid Contractor's license issued by the CID to bid and to perform the type of work to be undertaken, as set forth in § 60-13-12, NMSA 1978.

Contractor shall provide the following information:

Contractor's New Mexico license no.: _____

Contractor's classification no.: _____

State tax identification no.: _____

Public Works Registration Number*: _____
*Pursuant to: 13-4-13.1 Public Works Contracts; Registration of Contractors and Subcontractors

When submitting a bid for a specific project valued at more than sixty thousand dollars ($60,000) for any portion of a public works project greater than sixty thousand dollars ($60,000) that is subject to the New Mexico Public Works Act, the Contractor is required to be registered with the Labor and Industrial Division of the Department of Workforce Solutions prior to submitting its bid. FMD or the using agency may reject any bid that fails to provide a Public Works Registration Number for the prime Contractor and all other listed Contractors or subcontractors.

The Contractor will be contacted on an as needed, on-call basis to perform work associated with this Price Agreement. A Price Agreement award is without assurance of quantity or dollar amount of work to be performed by this Contractor. Failure to respond to the State's requests may be grounds for termination of this Price Agreement.

The Contractor and its employees agree to cooperate with and to abide by the rules and requirements of the requesting State Agency to not interfere with the daily operations of the agency or to jeopardize the health, safety or welfare of the employees or general public conducting business with the State.

The using agency reserves the right to purchase materials directly from existing Statewide Price Agreement sources, and to provide these materials to the Contractor. The Contractor shall provide an itemized, quantifiable list of materials required for the project.

For questions contact Mark Lujan, State Purchasing Division, at (505) 827-0564.

Scope of Work:
Contractors will be contacted on an as needed basis to perform work associated with this Agreement. Contractors shall provide their cost for performing all the work called for in the Using Agency's scope of work for the project. Projects may be of short or long term duration, throughout the state in the designated Zones.

Contractors shall have the technical staff to perform diagnostic services; provide design services as needed; and to provide professionally prepared, stamped drawings, if needed, to obtain installation or construction permits. The Contractor is responsible for obtaining all required licenses, fees and permits required by government agencies to perform the work.

Contractors may be capable of providing all new, upgrades or repairs to the existing mechanical service and systems, or completely new installations, diagnostic services, perform trouble shooting services for the Using Agency and to prepare proposals for all costs and services needed to perform the work required, in compliance with the current national and state mechanical and plumbing codes.

The work may include all costs needed and required to remove and to repair any defective heating, ventilation and air conditioning (HVAC) systems, materials and related work; to provide all preparation work and lay-out needed and required for the repair of existing HVAC systems and installation of new work and systems; and any required maintenance and related work needed for existing HVAC systems. This may include any upgrades, replacements or new installations of equipment curbs, roof patching, concrete pads, screen walls, and associated ductwork.

The work may include all preparation work needed to properly install new HVAC work or to repair or upgrade the existing HVAC systems. Work to include, but not limited to installation of new or relocation of existing diffusers, grilles and registers; installation of all new or relocation of existing vents, flues, make-up and outside air ducts; installation of new or relocation of existing thermostats; installation of new or relocation of supply and return air ducts; installation of new or relocation of existing heating and/or cooling units; and similar, related HVAC work. Work to include balancing of HVAC systems, including heat loss/ heat gain calculations needed to provide the CFM deliveries for the areas served by the HVAC system. Work may also include the installation of concrete pads and surrounding walls for the equipment as well as trenching. Work may include proper weather seal and restoration to exterior duct work and equipment connections. Any repair work to existing structures, roofs, sidewalks, roads needed to install the systems is included. Any plumbing or electrical support to make the systems function will be included.

Replacement systems and related equipment shall meet current minimum state mandated "Energy Star" energy conservation standards, if possible.

This Contractor may also be capable of providing all new, upgrades or repairs to the existing plumbing/ gas service and systems, or completely new installations, diagnostic services, perform trouble shooting services for the Using Agency and to prepare proposals for all costs and services needed to perform the work required, in compliance with the current national and State plumbing codes.

The work may include all preparation work needed to properly install the new plumbing work. Work to include, but not limited to: installation of new plumbing fixtures, water heaters, electric water coolers, sanitizing of existing water lines, rodding and clearing of sewer lines, replacement of damaged or defective sewer lines, installation of new domestic water lines, hydrants, fire sprinkler/suppression systems and any other plumbing related work including natural gas work. Any repair work to existing structures, roofs, sidewalks, roads needed to install the systems is included. Trenching for exterior lines is included as well as patching/paving of roads, buildings and sidewalks that have been demolished in the process of the construction. All work shall be according to current applicable State and National codes. Identification and abatement of asbestos containing materials (ACM) may be performed under separate contracts, and is outside the scope of the work of this Price Agreement unless the Agency wishes to have the Contractor subcontract this work.

Subcontracting of work is allowed and shall be prior approved by the Using Agency. Full Service Plumbing Contractors who do not do HVAC work are allowed to bid. The appropriate license from the State of New Mexico Construction Industries Division.

Furnishing of submittal data for any/all new equipment as well as O&M's when either/or are required, and deemed necessary for the facility. Training of site personnel for the proper operation of newly installed equipment and related controls of this equipment will be performed and required for completion. This also applies to any/all control systems pertaining to HVAC equipment. This training will be acceptable to the person in charge of the facility and/or the State's Project manager in charge of the project.

Replacement systems and related equipment shall meet current minimum state mandated "Energy Star" energy conservation standards.

The Contractor shall provide all protective coverings necessary to protect existing, adjacent finishes while performing its work. If any damage is encountered during the contractors work, to other areas, the contractor will be held responsible for repairing any damage done by his employees, subcontractors and vendors.

The Contractor shall restore any damage to existing, adjacent finishes damaged as a result of performing its work and to make new work inconspicuous with the existing, adjacent finishes.

The Contractor shall provide all clean-up for its operations and control of all construction debris. All work areas shall be maintained in a neat and workmanlike manner. All construction debris shall be removed from the work areas and disposed of at an approved waste disposal site. The Using Agency's trash container for the building shall not be used for disposal of any construction debris.

All work shall be in strict compliance with the national and state building mechanical, plumbing and electrical codes including SMACNA, and ASHRAE standards. Any work involving disconnect or Switching of electrical service to a work area shall utilize LOCKOUT/TAGOUT identification practices.

SAFETY shall be of main concern and enforced by the contractor on site and will be periodically inspected by the State's qualified safety personnel. The Contractor shall comply with all local, state and federal laws governing safety, health and sanitation. The on-site Superintendent shall have a minimum OSHA 10 and preferably OSHA 30 card with him at all times when on the jobsite. The Using Agency shall not in any way be responsible for any fines set forth for such violations of codes, OSHA standards or any other governing agency having jurisdiction at the work site. The Contractor shall provide all needed safe guards, safety devices and protective equipment; take any actions necessary to protect the life and health of employees on the job; the safety of the public; and to protect the property of the Using Agency in connection with the performance of the work covered by this Price Agreement.

All personnel working on the project and providing these services shall be experienced and certified in all areas related to this work and required by this Price Agreement. Journeymen level personnel shall have the ability and necessary skills to diagnosis problems and to make the appropriate decisions needed to provide these services.

Any technician servicing EPA regulated refrigerants in HVAC units MUST have a valid EPA Section 608 Certification covering the applicable refrigerant. The Contractor/subcontractor will assume responsibility for all EPA fines including those attributable to the Using Agency if the Contactor/subcontractor is found to be illegally, intentionally, or accidently releasing any regulated refrigerant. Prior to working on any regulated refrigerant-containing equipment, the Contractor/subcontractor shall provide a written statement certifying that they will use EPA-certified refrigerant recovery and recycling equipment when applicable.

Contractor's price shall include all labor costs, tools, equipment, materials, permits, overhead, profit, insurance and any other fees necessary to perform the work called for in the Using Agency's scope of work and drawings for this project. Any equipment required to have licensed operators shall be the responsibility of the contractor before any equipment is turned on at the jobsite.

The bid price for this ITB shall not include New Mexico gross receipts tax or local option tax (es). Such tax or taxes shall be added by the Contractor to its quote (line item on schedule of values) at the current tax rate at the project's location. As a separate item, the Using Agency shall ensure the appropriate gross receipts tax is added to the Contractor's project proposal and that it is encumbered in the Purchase Order. The prices quoted for each project represent the total compensation to be paid by the Using Agency for the goods and/or services provided including any and all labor, equipment, tools, materials, taxes, permits, licenses, or other costs necessary to complete the service or goods provided.

The Contractor shall provide all the services needed and called for in the Using Agency's scope of work, in addition to the requirements set forth in this Price Agreement. Full Service Plumbing Contractors who do not do HVAC work are allowed to bid under this Price Agreement.

Request for Quote (RFQ):
Each project under this contract will be individually described in a "Request for Quote (RFQ)". The RFQ will describe the scope of work, the duration of the project with the date of Substantial Completion and if there are liquidated damages for not meeting the date of substantial completion. The date of Substantial Completion is the date when the space can be occupied or the Work used/operated and is turned over to the User Agency. Final completion is the date when the project is totally complete and the Contractor's final pay application/invoice is approved. The terms and conditions of the Contractor's Statewide Price Agreement will apply to all Purchase Orders which result from the accepted response to the RFQ. Any change orders to the project scope will require an additional RFQ with backup materials and labor costs.

All subcontractor quotes shall be broken down by labor and materials costs and the Contractor shall be allowed a maximum of eight percent markup for administrative costs. Overall markup for General Conditions which includes Project Management, home office overhead, and other off site expenses will be limited to a maximum of ten percent. Actual site expenses such as temporary toilets, fencing, scaffolding, equipment rental, dumpsters and other preapproved expenses will be allowed on a project by project basis.

The Contractor and its employees agree to cooperate with and to abide by the rules and requirements of the requesting Using Agency to not interfere with the daily operations of the agency or to jeopardize the health, safety or welfare of the employees or general public conducting business with the Using Agency.

The Using Agency reserves the right to purchase materials directly from existing Statewide Price Agreement sources, and to provide these materials to the Contractor. The Contractor shall provide an itemized, quantifiable list of materials required for the project.

The Using Agency reserves the right to procure specialty services directly from its other Statewide Price Agreements to the awarded Contractor. Specialty services provided from other Statewide Price Agreements shall be coordinated by the Contractor.

When a service is needed, the using agency shall provide, at a minimum, a detailed scope of work and/or drawings defining work required.

If the equipment cannot be economically repaired or has reached the end of its life cycle, the Contractor shall justify with costs and other information the need for replacement. If replacement is recommended, the Contractor will provide written justification for the model, size and type of unit recommended along with relevant efficiency data. The Using Agency's standards will be discussed and taken into consideration when proposing replacement units.

The Contractor shall visit the site and compare the Using Agency's scope of work and/or drawings to the existing conditions and provide all services called for in addition to the requirements set forth in this Price Agreement.

The Contractor will be required to provide a written quote, to include the work to be performed and the amount of time required for the completion of the project and submit to the using agency at no cost to the state.

Prior to commencement of any work performed the using agency will issue a notice to proceed for the work upon receipt of a purchase order, based on the prices set forth by Contractor's quote. The work on any project to be performed under this Contract shall commence no later than ten (10) consecutive calendar days after the date of written "Notice to Proceed". On smaller projects, an email will suffice.

The Contractor shall begin the work based on the priority identified by the Using Agency. Any delay beyond the stated completion date shall be upon agreement by the Using Agency and the Contractor.

Where work is to be conducted in a state correctional or secured facility, security clearances and background checks that may be required by the facility for the Contractor and its employees must be obtained prior to commencement of any work at that facility. The Using Agency reserves the right to deny any employee of the Contractor, access to the facility should the employee be in violation of any criteria required for the security clearance.

The user agency reserves the right to provide an escort and/or full time supervision of the Contractor and its employees during any or all phases of a project, should the user agency feel it is in its best interest to provide these extraordinary security services.

The user agency reserves the right to escort any or all employees of the Contractor off its property, for any inappropriate conduct or actions that jeopardize the safety, security or wellbeing of the facility. Inappropriate behavior by the Contractor, its employees or subcontractors shall immediately cancel this Price Agreement. Any employee of the Contractor found in violation of any law, while on the user agency's property, will be prosecuted.

State/ Using Agency's obligations:

- When a service is needed, the Using Agency shall provide, at a minimum, a detailed scope of work and/or drawings defining work required.
- Allow the Contractor limited use of on-site utilities for projects at an existing building.
- Using Agency shall provide periodic or random inspections of its projects. Using agencies shall be responsible for providing its inspections, the taking of any progress photographs of the work and preparation of field observation reports.
- Conduct weekly on-site meetings with the Contractor, or on an as-needed basis, to insure compliance with the scope of work for the project; provide assistance and guidance; to resolve problems arising during the project; and to ensure quality of work and materials being incorporated into the project.
- Process requests for payment within twenty-one (21) days of time/date stamped receipt of proper invoice and/or G702 & G703 Schedule of Values, Application and Certificate for Payment, when more than a single invoice applies to the contracted amount.
- If applicable, procure independent special inspections, commissioning, structural, soils testing with geotechnical reports and/or topographical survey.

Any Agency or local public body wishing to utilize this Statewide Price Agreement for services shall:

- **For an amount less than sixty thousand ($60,000), issue a purchase order to the vendor.**

OTHER CONSTRUCTION RELATED TERMS AND CONDITIONS:

Time Considerations:
The work on any project to be performed under this Agreement shall commence no later than ten (10) consecutive calendar days after the date of written "Notice to Proceed". On smaller projects an email will suffice. The date of Substantial Completion shall be described in the RFQ. The date can be extended by the Using Agency by valid written Change Order.

Should the Contractor neglect, refuse, or otherwise fail to complete the Work on the project within the time specified in the RFQ, the Contractor agrees, in partial consideration for the award of the Purchase Order, to pay to the Using Agency the amount of dollars named in the RFQ per consecutive calendar day, not as a penalty, but as liquidated damages for such breach of the Purchase Order under this Agreement.

Change Orders (CO) by Purchase Order:
The need for any modifications, for additional work or for credit for work not performed, shall be accomplished and approved in advance by the contracting officer of the Using Agency by issuing a Change Order.

The RFQ may be amended by mutual agreement of the Using Agency and the Contractor upon written notice by either party to the other. Changes in the Work may be accomplished after execution of the Purchase Order, and without invalidating the original or all previous Purchase Orders, by another Purchase Order. Any material change in the Work or Time requires a Change Order that has been finalized by agreement by the Using Agency and based on final accepted proposal from the Contractor. The only time that a superintendent's labor costs can be added to a Change Order are if there is an resultant time extension involved as supported by the effect to the critical path of the project work. This is based on the assumption that the superintendent is onsite for the project duration.

If the Agencies propose to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the notice, have the option to terminate the Project or to agree to the reduced funding.

Mediation:
Any controversy or claim arising between the parties shall be settled by mediation if the parties cannot reach a mutually agreeable solution. The parties shall endeavor to resolve their disagreement by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the procedures of the New Mexico Public Works Mediation Act (NMSA §13-4C-1 et seq.) except that before any party may select a mediator it must confer in good faith with the other party concerning the selection of a mutually acceptable mediator. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of **sixty (60) days** from the date of notice of mediation session, unless stayed for a longer period by agreement of the parties or court order.

Inspection of Work:
If this Purchase Order is for the purchase of services, the following terms shall apply when applicable:

A. Services 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 Using Agency covering the services under the Purchase Order. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Using Agency or other party to the Purchase Order during the term of performance of the Work and for as long thereafter as required.
C. The Using Agency has the right to inspect and test all services contemplated to the extent practicable at all times and places during the term of the Project. The Using Agency shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
D. If the Using Agency 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 Purchase Order price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
E. If any part of the services do not conform with the requirements, the Using Agency may require the Contractor to re-perform the services in conformity with the requirements at no increase in Purchase Order amount. When the defects in services cannot be corrected by re-performance, the Using Agency may:
   (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements; and
   (2) reduce the Purchase Order price to reflect the reduced value of the services performed.
F. 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, the Using Agency may:
   (1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the Using Agency that is directly related to the performance of such service; or
   (2) cancel the Purchase Order for default.

THE PROVISIONS OF THIS ARTICLE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE USING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THE PURCHASE ORDER/PRICE AGREEMENT.

Suspension, Delay or Interruption of Work:
The Using Agency 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 Using Agency may determine. The Purchase Order sum and 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 Purchase Order 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 Purchase Order remedy. Any change in Total Compensation must be reflected in another Purchase Order executed.

Time Extension Costs:
Agreed Compensation for Overhead "General Conditions" for Changes to Time for Completion or Contract Completion Date for Changes to the Work: If the change in the Work also changes the Time for Completion or the Agreement Completion Date by adding days to complete the Work, an itemized accounting of the following General Conditions costs for direct Site overhead set forth in the subparagraph below may be considered as allowable costs for compensation. Home office overhead and other indirect overhead expenses are to be considered included in the allowable markups and not added into the General Conditions expenses.

Direct Site Overhead Expenses:
The Contractor's per diem expenses, as shown by the itemized accounting, for the following allowable, applicable, direct Site overhead expenses: The Site superintendent's pro-rata salary, temporary Site office trailer, temporary fencing, building utility costs, security, temporary storage and temporary Site utilities including basic telephone service, electricity, heat, water, and sanitary / toilet facilities, etc. for each day added.

If at any time there is a delay in the critieal path of the Work due to postponement, due to the Contractor's efforts to justify an extension of the time or an increase in the Agreement Price beyond the deadlines or due to the Contractor's refusal to proceed with any of the approved Work, such delay and any Contractor costs resulting from it shall not serve as the basis for the extension of the Time for Completion or Agreement Completion Date or for an increase in the Contract Price.

Clean Up and Storage:

A. The Contractor will provide off-site legal disposal of all waste products, trash, and debris. Using Agency's trash receptacles will not be used by the Contractor. Sanitary facilities will "not" be available at the job site. Contractor shall be responsible for the provision and maintenance of portable toilets.
B. The Contractor on a daily basis shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials and shall then thoroughly clean the premises and the site to the Using Agency's satisfaction.
C. Materials or equipment shall be delivered to the project in the manufacturer's original sealed, labeled containers and shall be adequately protected against moisture, dust, tampering or damage from improper handling or storage. Materials shall not be delivered to the site before they are needed.
D. Storage of materials and construction equipment shall be coordinated with the Using Agency.

Permits and Fees:

A. IF APPLICABLE- The Contractor shall secure and pay for the Building Permit and other permits and governmental fees, licenses and inspections and Certificate of Occupancy necessary for proper execution and completion of the Work. Changes or modifications to the Work shall include all requirements of this paragraph.

B. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

C. IF APPLICABLE- Certificates of Inspection, use and occupancy will be delivered to the Using Agency upon completion of the Work in sufficient time for occupation of the facility in accordance with the approved schedule for the Work. Contractor shall deliver a photocopy of the Building Permit to the Design Professional and Using Agency as soon as it is obtained.

Schedule, Progress Meetings and Reports:

A. The Contractor, promptly after being awarded a Project and before the first payment application, shall prepare and submit for the Using Agency's information a Critical Path Construction Schedule for the Work that indicates the intended start and completion of the various construction activities, which shall be implemented and adhered to by the Contractor, Subcontractors, material suppliers and equipment suppliers. At a minimum, the schedule shall be a GANTT type schedule and shall not exceed time limits allowed by the RFQ or Notice to Proceed with no fewer work breakdown events than line items of the Schedule of Values.

B. The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Using Agency.

C. Progress meetings shall be scheduled on a regular basis. The purpose will be to review the upcoming activities, any open issues and current progress. The Contractor shall keep any meeting minutes as needed. Progress schedules shall be updated regularly. A three week look-ahead schedule should be presented at every project meeting. A new schedule shall be presented with any change orders.

D. The Contractor shall prepare a Daily Report each day that Contractor, Subcontractors or any other entity are on the Project. The Daily Reports shall be maintained at the site and be well organized. The Using Agency may request copies at any time. The reports may include:

1. report date and who prepared the report;
2. weather conditions - low temp, high temp, visibility, humidity, wind, wind direction, cloud conditions, precipitation amount, other notes;
3. companies present by name and their number of workers, work location, total man hours that day for each company;
4. equipment - type, source, units of work done, location of work, hour meter reading;
5. material brought to site - description, units, quantity, quality, location, time;
6. visitors to site - name, company, time;
7. safety concerns - company, contact, noticed by, work activity, safety issue, requirement, outcome; and,
8. quality assurance and control - company, description of issue, specification section, issued by.

Close-out Requirements:

The Contractor shall submit to the Using Agency a separate and detailed Closeout Schedule indicating the date of Final Completion and all work to be completed before Final Completion including Close-Out requirements. The punchlist of incomplete or inadequate work shall also be submitted when the work is substantially complete. Failure to include any item on punch list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents.

Before final completion can be achieved, all Work must be complete and accepted including the following as applicable:

a. Work associated with Punch List(s);
b. If applicable, testing, balance or performance operations complete and in agreement that associated work is in compliance with the Contract Documents;
c. If applicable, one hard copy and one electronic copy in .pdf format of final approved test, balance or performance report(s) complete with directory of contents submitted to Using Agency;
d. as-Built drawings delivered in AutoCAD or electronic format;
e. written certification signed by Using Agency of delivery and stocking of extra material, equipment or components required by the Purchase Order at a location established by the Using Agency;
f. delivery of all warranties required by the Work;
g. If applicable, all keys, passes, codes, software or other methods or components of control or security which have been correctly and adequately accounted for and closed-out;
h. completed Operations Liability insurance policy certificate, if applicable;
i. training of staff on all applicable building systems;
j. all Storm Water Pollution Prevention Permits (SWPPP) have been updated or closed;
k. utility transfer to User/Using Agency;
l. Operations and Maintenance Manuals;
m. a certified statement of Release of Liens (AIA Document G706A or approved form) and Consent of Surety.

Warranty:

The Contractor shall warranty its work for new mechanical systems, appliances and related work, for materials and for workmanship furnished and performed under this Price Agreement for a period of one (1) year minimum from the date of acceptance for new installations. The Contractor shall warranty its work for repairs or restoration of existing mechanical systems, appliances and related work for ninety (90) days from the date of acceptance of repair, restoration, replacement or upgrade work for existing systems. It is understood that some equipment is far beyond its normal life and a warranty cannot be extended/supplied.

Payment Provisions:

Generally payments are made on a thirty (30) day billing cycle. Payment for projects of less than thirty (30) day duration shall be paid upon the Using Agency's acceptance of the work.

All payments under this Agreement are subject to the following provisions:

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the Agency shall determine if the Construction Work provided meets specifications. No payment shall be made for any work until the Work has been accepted in writing by the Using Agency. Unless otherwise agreed upon between the Using Agency and the Contractor, within fifteen (15) days from the date the Using Agency receives written notice from the Contractor that payment is requested for work, the Using Agency shall issue a written certification of complete or partial acceptance or rejection of the Work. Unless the Using Agency gives notice of rejection within the specified time period, the Work will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the Work has been received and accepted, payment shall be tendered to the Contractor within twenty one (21) days after the date of acceptance of an undisputed invoice.

C. The Contractor, before final payment of the amount due under this Contract, shall provide requested Close-out documents including any release of liens.

BID INFORMATION:
Hourly rates are requested for the three (3) levels of personnel as follows:

Journeyman: a person licensed by the State of New Mexico as a journeyman in the specialized field of work required and being performed on this project OR graduate of a post-high school HVAC/R program of instruction of two (2) or more years in duration or equivalent; demonstrated record of HVAC/R related continuing education and training and five (5) or more years of actual work experience as a service and/or installation technician in the mechanical equipment/systems, HVAC and refrigeration service and maintenance industry. An experienced plumber may fit this category.

Apprentice: a person with substantial experience in this field of work, but is not yet deemed to be a journeyman. (If the contractor does not employ any Apprentices, that item does not need to be filled in).

Laborer: a person with minimal experience, performing simple tasks as clean-up and other minor forms of labor.

Materials and Parts:
Contractor shall submit billings, based on actual Contractor costs for materials, less any applicable percentage for discounts. Contractor shall provide verification that materials purchased were used for the project. Any unused, billed for materials shall be turned over to the Using Agency for which the work was provided.

The State of New Mexico requires that all materials shall be new and of the highest quality and at the best attainable price available for the type of work being performed.

No used materials shall be used on the project. Recycled materials specifically prepared for reuse to meet "LEED" certification will be permitted.

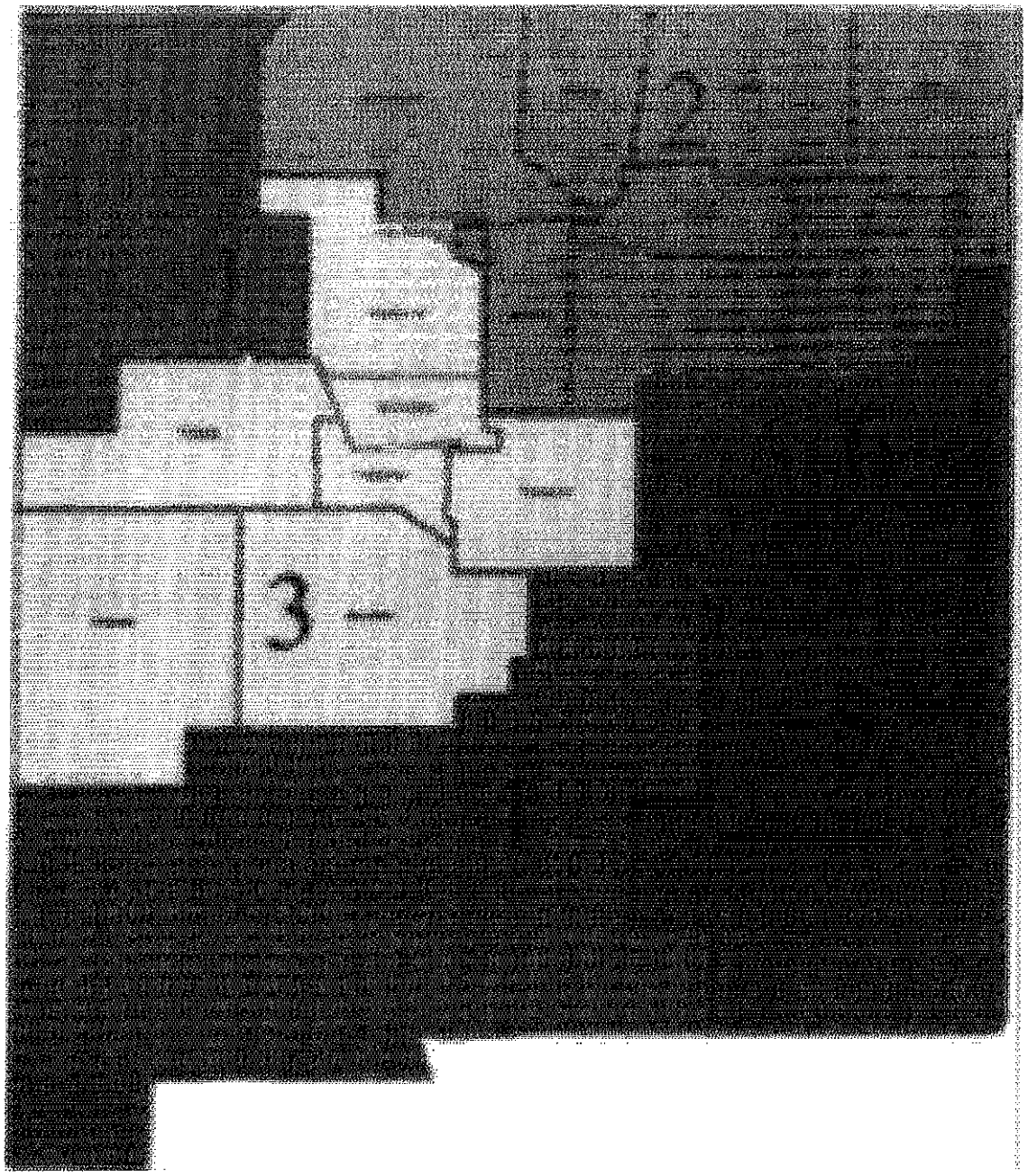
Mileage and Per Diem: The work to be performed may be throughout the state based on the Zones. The Contractor's cost to perform the work may include any applicable per diem. Contractors will be allowed travel time and mileage one way from vendor's place of business to jobsite in excess of fifty (50) miles. Mileage will be based on mapquest.com. The full round trip mileage will be calculated and then 100 miles will be subtracted in order to compute the allowable daily trip mileage for each project.

The State of New Mexico reserves the right to award this Price Agreement to multiple vendors.

Bids for these services are requested on a statewide basis. Separate awards for each or combinations of zones may be utilized. Vendors are encouraged to bid only in the zones where the bidder may adequately perform the service in an efficient manner. The State anticipates awards to Contractors in 6 zones. Each zone will be evaluated separately. A Contractor may bid on multiple zones.

Zone ONE: San Juan, McKinley counties
Zone TWO: Colfax, Harding, Los Alamos, Mora, Rio Arriba, Santa Fe, San Miguel, Taos and Union counties.
Zone THREE: Bernalillo, Catron, Cibola, Sandoval, Socorro, Torrance and Valencia counties.
Zone FOUR: Dona Ana, Grant, Hidalgo, Lincoln, Luna, Otero, and Sierra counties.
Zone FIVE: Chavez, Eddy, Lea counties
Zone SIX: Curry, De Baca, Guadalupe, Quay, Roosevelt counties

If the Contractor is bidding on multiple zones, it shall indicate applicable prices per zone where the work would be performed. See attached work zone map to determine zones bidding.


3

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 90-000-18-00073

Awarded Items:

Item	Approx. Qty.	Unit	Article Description
			Projects UNDER Sixty Thousand ($60,000.00)
1	1	Hr.	Journeyman/Foreman/Experienced Technician-Worker, regular hours

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$70.00	$73.00	$69.00	$70.00	$70.00	$73.00
(AB)	$62.00	$62.00	$62.00	$62.00	$62.00	$62.00
(AC)	$72.00	$72.00	$72.00	$72.00	$72.00	$72.00
(AD)	$78.13	$78.13	$78.13	$78.13	$78.13	$78.13
(AE)	$80.00	$72.00	$72.00	$80.00	$80.00	$80.00
(AF)	$66.00	$66.00	$66.00	$66.00	$66.00	$66.00
(AG)	$37.00	$37.00	$37.00	$37.00	$37.00	$37.00
(AH)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AI)	$65.00	$65.00	$65.00	$65.00	$70.00	$65.00
(AJ)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AK)	$76.50	$76.50	$76.50	$76.50	$76.50	$76.50
(AL)	No Bid	$95.00	No Bid	No Bid	No Bid	No Bid
(AM)	$89.00	$89.00	$89.00	$89.00	$89.00	$89.00
(AN)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AO)	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
(AP)	$89.00	$89.00	$89.00	$89.00	$89.00	$89.00
(AQ)	No Bid	No Bid	$98.00	No Bid	No Bid	No Bid
(AR)	$116.00	$116.00	$100.00	$116.00	$121.00	$116.00
(AS)	No Bid	No Bid	$100.00	No Bid	No Bid	No Bid
(AT)	$101.00	$101.00	$101.00	$101.00	$101.00	$101.00
(AU)	No Bid	$94.00	$94.00	$94.00	$94.00	No Bid
(AV)	$102.00	$105.00	$99.00	$105.00	$110.00	$105.00
(AW)	$107.00	$85.50	$89.25	$89.25	$82.00	$71.50

Item	Approx. Qty.	Unit	Article Description

Projects UNDER Sixty Thousand ($60,000.00)

2 1 Hr. Journeyman/Foreman/Experienced Technician-Worker, after hours

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$70.40	$73.40	$69.40	$70.40	$70.40	$73.40
(AB)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AC)	$108.00	$108.00	$108.00	$108.00	$108.00	$108.00
(AD)	$117.20	$117.20	$117.20	$117.20	$117.20	$117.20
(AE)	$120.00	$108.00	$108.00	$120.00	$120.00	$120.00
(AF)	$87.85	$87.85	$87.85	$87.85	$87.85	$87.85
(AG)	$55.50	$55.50	$55.50	$55.50	$55.50	$55.50
(AH)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AI)	$98.00	$98.00	$98.00	$98.00	$105.00	$98.00
(AJ)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(AK)	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
(AL)	No Bid	$142.50	No Bid	No Bid	No Bid	No Bid
(AM)	$109.00	$109.00	$109.00	$109.00	$109.00	$109.00
(AN)	$125.50	$125.50	$125.50	$125.50	$125.50	$125.50
(AO)	$120.00	$120.00	$120.00	$120.00	$120.00	$120.00
(AP)	$140.00	$140.00	$140.00	$140.00	$140.00	$140.00
(AQ)	No Bid	No Bid	$98.00	No Bid	No Bid	No Bid
(AR)	$154.00	$154.00	$133.00	$154.00	$160.00	$154.00
(AS)	No Bid	No Bid	$150.00	No Bid	No Bid	No Bid
(AT)	$151.50	$151.50	$151.50	$151.50	$151.50	$151.50
(AU)	No Bid	$141.00	$141.00	$141.00	$141.00	No Bid
(AV)	$153.00	$158.00	$148.00	$158.00	$165.00	$158.00
(AW)	$160.50	$128.50	$133.85	$133.85	$123.25	$107.25

Item	Approx. Qty.	Unit	Article Description
			Projects UNDER Sixty Thousand ($60,000.00)
3	1	Hr.	Apprentice/Experienced Worker, regular hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$41.00	$45.00	$38.00	$42.50	$42.50	$45.00
(AB)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AD)	$46.88	$46.88	$46.88	$46.88	$46.88	$46.88
(AE)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AF)	$46.00	$46.00	$46.00	$46.00	$46.00	$46.00
(AG)	$22.00	$22.00	$22.00	$22.00	$22.00	$22.00
(AI)	$40.00	$40.00	$40.00	$40.00	$50.00	$40.00
(AJ)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AK)	$58.50	$58.50	$58.50	$58.50	$58.50	$58.50
(AL)	No Bid	$50.00	No Bid	No Bid	No Bid	No Bid
(AM)	$59.00	$59.00	$59.00	$59.00	$59.00	$59.00
(AN)	$59.00	$59.00	$59.00	$59.00	$59.00	$59.00
(AO)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AP)	$58.00	$58.00	$58.00	$58.00	$58.00	$58.00
(AQ)	No Bid	No Bid	$66.00	No Bid	No Bid	No Bid
(AR)	$77.00	$77.00	$66.00	$77.00	$77.00	$77.00
(AS)	No Bid	No Bid	$75.00	No Bid	No Bid	No Bid
(AT)	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
(AU)	No Bid	$75.00	$75.00	$75.00	$75.00	No Bid
(AV)	$60.00	$63.00	$58.50	$63.00	$65.00	$63.00
(AW)	$83.50	$66.75	$69.50	$69.50	$63.85	$55.50

Item	Approx. Qty.	Unit	Article Description

Projects UNDER Sixty Thousand ($60,000.00)

4 1 Hr. Apprentice/Experienced Worker, after hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$41.40	$45.40	$38.40	$42.90	$48.00	$51.00
(AB)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AD)	$70.33	$70.33	$70.33	$70.33	$70.33	$70.33
(AE)	$67.50	$67.50	$67.50	$67.50	$67.50	$67.50
(AF)	$64.00	$64.00	$64.00	$64.00	$64.00	$64.00
(AG)	$33.00	$33.00	$33.00	$33.00	$33.00	$33.00
(AI)	$50.00	$50.00	$50.00	$50.00	$60.00	$50.00
(AJ)	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
(AK)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AL)	No Bid	$75.00	No Bid	No Bid	No Bid	No Bid
(AM)	$79.00	$79.00	$79.00	$79.00	$79.00	$79.00
(AN)	$88.50	$88.50	$88.50	$88.50	$88.50	$88.50
(AO)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(AP)	$89.00	$89.00	$89.00	$89.00	$89.00	$89.00
(AQ)	No Bid	No Bid	$66.00	No Bid	No Bid	No Bid
(AR)	$101.00	$101.00	$87.00	$101.00	$101.00	$101.00
(AS)	No Bid	No Bid	$95.00	No Bid	No Bid	No Bid
(AT)	$135.00	$135.00	$135.00	$135.00	$135.00	$135.00
(AU)	No Bid	$112.50	$112.50	$112.50	$112.50	No Bid
(AV)	$90.00	$95.00	$87,075.00	$95.00	$97.50	$95.00
(AW)	$125.00	$100.00	$104.00	$104.00	$95.75	$83.50

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 90-000-18-00073

Item	Approx. Qty.	Unit	Article Description

Projects UNDER Sixty Thousand ($60,000.00)

5 1 Hr. Laborer, regular hours worked.

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$32.50	$36.00	$28.00	$33.50	$33.50	$36.00
(AB)	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00
(AD)	$36.70	$36.70	$36.70	$36.70	$36.70	$36.70
(AE)	$35.00	$25.00	$25.00	$35.00	$35.00	$35.00
(AF)	$27.00	$27.00	$27.00	$27.00	$27.00	$27.00
(AG)	$16.00	$16.00	$16.00	$16.00	$16.00	$16.00
(AH)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AJ)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AK)	$39.00	$39.00	$39.00	$39.00	$39.00	$39.00
(AL)	No Bid	$30.00	No Bid	No Bid	No Bid	No Bid
(AM)	$59.00	$59.00	$59.00	$59.00	$59.00	$59.00
(AN)	$38.00	$38.00	$38.00	$38.00	$38.00	$38.00
(AO)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AP)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(AQ)	No Bid	No Bid	$56.00	No Bid	No Bid	No Bid
(AR)	$72.00	$72.00	$62.00	$72.00	$72.00	$72.00
(AS)	No Bid	No Bid	$50.00	No Bid	No Bid	No Bid
(AT)	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
(AU)	No Bid	$75.00	$75.00	$75.00	$75.00	No Bid
(AV)	$60.00	$63.00	$58.50	$63.00	$65.00	$63.00
(AW)	$59.50	$47.50	$49.50	$49.50	$45.75	$40.00

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 90-000-18-00073

Item	Approx. Qty.	Unit	Article Description

Projects UNDER Sixty Thousand ($60,000.00)

6 1 Hr. Laborer, after hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$32.90	$36.40	$28.40	$33.90	$33.90	$36.40
(AB)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AD)	$55.05	$55.05	$55.05	$55.05	$55.05	$55.05
(AE)	$35.00	$25.00	$25.00	$35.00	$35.00	$35.00
(AF)	$27.00	$27.00	$27.00	$27.00	$27.00	$27.00
(AG)	$24.00	$24.00	$24.00	$24.00	$24.00	$24.00
(AH)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AJ)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(AK)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AL)	No Bid	$45.00	No Bid	No Bid	No Bid	No Bid
(AM)	$79.00	$79.00	$79.00	$79.00	$79.00	$79.00
(AN)	$57.00	$57.00	$57.00	$57.00	$57.00	$57.00
(AO)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(AP)	$89.00	$89.00	$89.00	$89.00	$89.00	$89.00
(AQ)	No Bid	No Bid	$56.00	No Bid	No Bid	No Bid
(AR)	$115.00	$115.00	$90.00	$115.00	$115.00	$115.00
(AS)	No Bid	No Bid	$75.00	No Bid	No Bid	No Bid
(AT)	$135.00	$135.00	$135.00	$135.00	$135.00	$135.00
(AU)	No Bid	$112.50	$112.50	$112.50	$112.50	No Bid
(AV)	$90.00	$95.00	$87.75	$95.00	$97.50	$95.00
(AW)	$89.25	$71.50	$74.50	$74.50	$68.50	$59.50

Item	Approx. Qty.	Unit	Article Description
			Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects
7	1	Hr.	Journeyman/Foreman/Experienced Technician-Worker, regular hours

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$70.00	$73.00	$69.00	$70.00	$70.00	$73.00
(AB)	$62.00	$62.00	$62.00	$62.00	$62.00	$62.00
(AC)	$72.00	$72.00	$72.00	$72.00	$72.00	$72.00
(AD)	$73.25	$73.25	$73.25	$73.25	$73.25	$73.25
(AE)	$80.00	$75.00	$75.00	$80.00	$80.00	$80.00
(AF)	$66.00	$66.00	$66.00	$66.00	$66.00	$66.00
(AG)	$54.15	$54.15	$54.15	$54.15	$54.15	$54.15
(AH)	$87.00	$87.00	$87.00	$87.00	$87.00	$87.00
(AI)	$70.00	$70.00	$70.00	$70.00	$80.00	$70.00
(AJ)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AK)	$76.50	$76.50	$76.50	$76.50	$76.50	$76.50
(AL)	No Bid	$100.00	No Bid	No Bid	No Bid	No Bid
(AM)	$89.00	$89.00	$89.00	$89.00	$89.00	$89.00
(AN)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AO)	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
(AP)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AQ)	No Bid	No Bid	$98.00	No Bid	No Bid	No Bid
(AR)	$150.00	$150.00	$120.00	$150.00	$150.00	$150.00
(AS)	No Bid	No Bid	$110.00	No Bid	No Bid	No Bid
(AT)	$91.78	$91.78	$91.78	$91.78	$91.78	$91.78
(AU)	No Bid	$98.70	$98.70	$98.70	$98.70	No Bid
(AV)	$102.00	$105.00	$99.00	$105.00	$110.00	$105.00
(AW)	$166.50	$133.25	$138.75	$138.75	$127.75	$111.00

Item	Approx. Qty.	Unit	Article Description
			Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects
8	1	Hr.	Journeyman/Foreman/Experienced Technician-Worker, after hours

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$70.40	$73.40	$69.40	$70.40	$70.40	$73.40
(AB)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AC)	$108.00	$108.00	$108.00	$108.00	$108.00	$108.00
(AD)	$109.88	$109.88	$109.88	$109.88	$109.88	$109.88
(AE)	$120.00	$112.50	$112.50	$120.00	$120.00	$120.00
(AF)	$87.85	$87.85	$87.85	$87.85	$87.85	$87.85
(AG)	$81.25	$81.25	$81.25	$81.25	$81.25	$81.25
(AH)	$94.00	$94.00	$94.00	$94.00	$94.00	$94.00
(AI)	$105.00	$105.00	$105.00	$105.00	$120.00	$105.00
(AJ)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(AK)	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
(AL)	No Bid	$150.00	No Bid	No Bid	No Bid	No Bid
(AM)	$109.00	$109.00	$109.00	$109.00	$109.00	$109.00
(AN)	$127.50	$127.50	$127.50	$127.50	$127.50	$127.50
(AO)	$135.00	$135.00	$135.00	$135.00	$135.00	$135.00
(AP)	$120.00	$120.00	$120.00	$120.00	$120.00	$120.00
(AQ)	No Bid	No Bid	$98.00	No Bid	No Bid	No Bid
(AR)	$70.00	$70.00	$60.00	$70.00	$70.00	$70.00
(AS)	No Bid	No Bid	$160.00	No Bid	No Bid	No Bid
(AT)	$137.67	$137.67	$137.67	$137.67	$137.67	$137.67
(AU)	No Bid	$148.05	$148.05	$148.05	$148.05	No Bid
(AV)	$153.00	$158.00	$148.00	$158.00	$165.00	$158.00
(AW)	$245.00	$200.00	$205.00	$205.00	$190.00	$165.00

Item	Approx. Qty.	Unit	Article Description
			Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects
9	1	Hr.	Apprentice/Experienced Worker, regular hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$41.00	$45.00	$38.00	$42.50	$42.50	$45.00
(AB)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AD)	$43.95	$43.95	$43.95	$43.95	$43.95	$43.95
(AE)	$50.00	$45.00	$45.00	$50.00	$50.00	$50.00
(AF)	$46.00	$46.00	$46.00	$46.00	$46.00	$46.00
(AG)	$39.25	$39.25	$39.25	$39.25	$39.25	$39.25
(AI)	$50.00	$50.00	$50.00	$50.00	$60.00	$50.00
(AJ)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AK)	$58.50	$58.50	$58.50	$58.50	$58.50	$58.50
(AL)	No Bid	$60.00	No Bid	No Bid	No Bid	No Bid
(AM)	$59.00	$59.00	$59.00	$59.00	$59.00	$59.00
(AN)	$59.00	$59.00	$59.00	$59.00	$59.00	$59.00
(AO)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(AP)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(AQ)	No Bid	No Bid	$76.00	No Bid	No Bid	No Bid
(AR)	$95.00	$95.00	$80.00	$95.00	$95.00	$95.00
(AS)	No Bid	No Bid	$85.00	No Bid	No Bid	No Bid
(AT)	$90.41	$90.41	$90.41	$90.41	$90.41	$90.41
(AU)	No Bid	$78.75	$78.75	$78.75	$78.75	No Bid
(AV)	$60.00	$63.00	$58.50	$63.00	$65.00	$63.00
(AW)	$120.00	$95.00	$99.25	$99.25	$91.50	$84.00

State of New Mexico
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Purchasing Division
Price Agreement #: 90-000-18-00073

Item	Approx. Qty.	Unit	Article Description
			Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects
10	1	Hr.	Apprentice/Experienced Worker, after hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$41.40	$45.40	$38.40	$42.90	$42.90	$45.40
(AB)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AD)	$65.93	$65.93	$65.93	$65.93	$65.93	$65.93
(AE)	$75.00	$67.50	$67.50	$75.00	$75.00	$75.00
(AF)	$64.00	$64.00	$64.00	$64.00	$64.00	$64.00
(AG)	$58.85	$58.85	$58.85	$58.85	$58.85	$58.85
(AI)	$75.00	$75.00	$75.00	$75.00	$90.00	$75.00
(AJ)	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
(AK)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AL)	No Bid	$90.00	No Bid	No Bid	No Bid	No Bid
(AM)	$79.00	$79.00	$79.00	$79.00	$79.00	$79.00
(AN)	$88.50	$88.50	$88.50	$88.50	$88.50	$88.50
(AO)	$105.00	$105.00	$105.00	$105.00	$105.00	$105.00
(AP)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AQ)	No Bid	No Bid	$76.00	No Bid	No Bid	No Bid
(AR)	$50.00	$50.00	$40.00	$50.00	$50.00	$50.00
(AS)	No Bid	No Bid	$105.00	No Bid	No Bid	No Bid
(AT)	$135.61	$135.61	$135.61	$135.61	$135.61	$135.61
(AU)	No Bid	$118.12	$118.12	$118.12	$118.12	No Bid
(AV)	$90.00	$95.00	$87.75	$95.00	$97.50	$95.00
(AW)	$1,175.00	$142.50	$145.00	$145.00	$135.00	$120.00

Item	Approx. Qty.	Unit	Article Description

Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects

11	1	Hr.	Laborer, regular hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$32.50	$36.00	$28.00	$33.50	$33.50	$36.00
(AB)	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00
(AD)	$34.41	$34.41	$34.41	$34.41	$34.41	$34.41
(AE)	$30.00	$25.00	$25.00	$30.00	$30.00	$30.00
(AF)	$27.00	$27.00	$27.00	$27.00	$27.00	$27.00
(AG)	$28.25	$28.25	$28.25	$28.25	$28.25	$28.25
(AH)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AJ)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AK)	$39.00	$39.00	$39.00	$39.00	$39.00	$39.00
(AL)	No Bid	$40.00	No Bid	No Bid	No Bid	No Bid
(AM)	$59.00	$59.00	$59.00	$59.00	$59.00	$59.00
(AN)	$38.00	$38.00	$38.00	$38.00	$38.00	$38.00
(AO)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AP)	$52.00	$52.00	$52.00	$52.00	$52.00	$52.00
(AQ)	No Bid	No Bid	$56.00	No Bid	No Bid	No Bid
(AR)	$50.00	$50.00	$40.00	$50.00	$50.00	$50.00
(AS)	No Bid	No Bid	$60.00	No Bid	No Bid	No Bid
(AT)	$90.41	$90.41	$90.41	$90.41	$90.41	$90.41
(AU)	No Bid	$78.75	$78.75	$78.75	$78.75	No Bid
(AV)	$60.00	$63.00	$58.50	$63.00	$65.00	$63.00
(AW)	$95.00	$76.50	$79.50	$79.50	$73.00	$63.50

Item	Approx. Qty.	Unit	Article Description
			Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects
12	1	Hr.	Laborer, after hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$32.90	$36.40	$28.40	$33.90	$33.90	$36.40
(AB)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AD)	$51.61	$51.61	$51.61	$51.61	$51.61	$51.61
(AE)	$30.00	$25.00	$25.00	$30.00	$30.00	$30.00
(AF)	$27.00	$27.00	$27.00	$27.00	$27.00	$27.00
(AG)	$42.37	$42.37	$42.37	$42.37	$42.37	$42.37
(AH)	$69.00	$69.00	$69.00	$69.00	$69.00	$69.00
(AJ)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(AK)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AL)	No Bid	$60.00	No Bid	No Bid	No Bid	No Bid
(AM)	$79.00	$79.00	$79.00	$79.00	$79.00	$79.00
(AN)	$57.00	$57.00	$57.00	$57.00	$57.00	$57.00
(AO)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(AP)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AQ)	No Bid	No Bid	$56.00	No Bid	No Bid	No Bid
(AR)	$70.00	$70.00	$60.00	$70.00	$70.00	$70.00
(AS)	No Bid	No Bid	$85.00	No Bid	No Bid	No Bid
(AT)	$135.61	$135.61	$135.61	$135.61	$135.61	$135.61
(AU)	No Bid	$118.12	$118.12	$118.12	$118.12	No Bid
(AV)	$90.00	$95.00	$87.75	$95.00	$97.50	$95.00
(AW)	$143.00	$114.00	$120.00	$120.00	$110.00	$95.00

Item	Approx. Qty.	Unit	Article Description
13	1	Hr.	Diagnosis, project estimates, troubleshooting

Vendor	Unit Price
(AA)	$79.00
(AB)	$62.00
(AC)	$72.00
(AD)	$125.00
(AE)	$82.50
(AF)	$66.00
(AG)	$100.00
(AH)	$75.00
(AI)	$90.00
(AJ)	$70.00
(AK)	$76.50
(AL)	$100.00
(AM)	$89.00
(AN)	$75.00
(AO)	$105.00
(AP)	$89.00
(AQ)	$98.00
(AR)	$100.00
(AS)	$150.00
(AT)	$101.00
(AU)	$94.00
(AV)	$110.00
(AW)	$93.75

Item	Approx. Qty.	Unit	Article Description
14		%	Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered.

Vendor	% Discount
(AA)	0%
(AB)	15%
(AC)	7%
(AD)	10% <60K
	15% >60K
(AE)	0%
(AF)	10%
(AH)	0%
(AI)	10%
(AJ)	0.15%
(AK)	15%
(AL)	1%
(AM)	0%
(AN)	20%
(AO)	0%
(AP)	0%
(AQ)	0%
(AR)	10%
(AS)	0%
(AT)	30%
(AU)	10%
(AV)	0%
(AW)	0%

Item	Approx. Qty.	Unit	Article Description
15		Day	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person

Vendor	Unit Price
(AA)	$120.00
(AB)	$115.00
(AC)	$75.00
(AD)	Based on Federal 2019 Per Diem Rates for NM.
	Eddy Co: $222.00
	SF Co: $184.00
	Taos Co: $171.00
	All Other Co: $149.00
(AE)	$180.00
(AF)	$30.00
(AG)	$50.00
(AH)	$150.00
(AI)	$225.00
(AJ)	$130.00
(AK)	$60.00
(AL)	$130.00
(AM)	$130.00
(AN)	$100.00
(AO)	$125.00
(AP)	$185.00
(AQ)	$120.00
(AR)	$125.00
(AS)	$175.00
(AT)	$189.00
(AU)	$195.00
(AV)	Zones 1,2,3,4,6: $135.00 Zone 5: $435.00
(AW)	$70.00

Item	Article Description
16	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com.

Vendor:	Physical Address	Company Name	Address	City, State, Zip	Mile Cost
(AA)	104 Sin Nombre Ct. NE	AnchorBuilt, Inc.	PO Box 27688	Albuquerque, NM 87125	$0.95
(AB)	9720 Bell Ave. SE	B&D Industries, Inc.	9720 Bell Ave. SE	Albuquerque, NM 87123	$0.50
(AC)	610 Industrial Ave NE	CAC, Inc.	610 Industrial Ave NE	Albuquerque, NM 87107	$1.00
(AD)	2700 Vista Grande Dr. NW #59 Albuquerque, NM 87120 1259 Colonial Parkway Clovis, NM 88101	Caliber Construction Services	2700 Vista Grande Dr. NW #59	Albuquerque, NM 87120	$1.25*
	* Caliber Construction Services has 2 office locations; mileage will be charged from the location that is the lowest in overall cost.				
(AE)	8920 Adams St. NE Ste. A	Comfort Systems USA SW	8920 Adams St. NE Ste. A	Albuquerque, NM 87113	$1.55
(AF)	8915 Adams St. Ste. B	Four Winds Mechanical	8915 Adams St. Ste. B	Albuquerque, NM 87113	$0.99
(AG)	7500 2nd St.	Installation & Service Heating, Inc.	7500 2nd St. NW	Albuquerque, NM 87107	$0.58
(AH)	98 CR 119	La Mesilla Construction, LLC	98 CR 119	Española, NM 87532	$0.25
(AI)	6060 Isleta Blvd. SW	Welch's Boiler Service, Inc.	6060 Isleta Blvd. SW	Albuquerque, NM 87105	$1.60
(AJ)	3301 Girard Blvd	Western Mechanical Co.	3301 Girard Blvd	Albuquerque, NM 87107	$1.25
(AK)	8501 Washington St. NE	Yearout Service, LLC.	8501 Washington St. NE	Albuquerque, NM 87113	$0.55
(AL)	502 Calle Ben Vigil	A-Plus Plumbing & Heating, Inc.	502 Calle Ben Vigil	Espanola, NM 87532	$0.75
(AM)	4320 Ellison St. NE	Chardans Mechanical, Inc.	4320 Ellison St. NE	Albuquerque, NM 87109	$1.10

Item	Article Description				
16	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com.				
(AN)	107 Candelaria Rd. NW	Donner Plumbing & Heating	107 Candelaria Rd. NW	Albuquerque, NM 87107	$0.75
(AO)	2600 American Rd. SE Ste. 360	ENGIE Services US	2600 American Rd. SE Ste. 360	Rio Rancho, NM 87124	$0.58
(AP)	100 Mountain Park Place	GEW Mechanical, Inc.	PO Box 10293	Albuquerque, NM 87184	$1.89
(AQ)	2006 Southern Blvd. SE	J.D. Zentz, Inc.	2006 Southern Blvd. SE	Rio Rancho, NM 87124	$0.76
(AR)	501 Eubank Blvd. SE	Jack B. Henderson	501 Eubank Blvd. SE	Albuquerque, NM 87123	$0.50
(AS)	1404 Sigma Chi Rd. NE	JLC Professional Plumbing & Heating	1404 Sigma Chi Rd. NE	Albuquerque, NM 87106	$0.75
(AT)	5500 Midway Park Place NE	Johnson Controls, Inc.	5500 Midway Park Place NE	Albuquerque, NM 87109	$1.80
(AU)	6565 Americas Parkway NE	PC Automated Controls, Inc.	P.O. Box 14945	Albuquerque, NM 87110	$1.49
(AV)	5000 Edith Blvd. NE	TLC Company, Inc. DBA: TLC Plumbing & Utility	5000 Edith Blvd. NE	Albuquerque, NM 87107	$1.25
(AW)	1716 W 7th	WWRC, Inc.	1716 W 7th	Clovis, NM 88101	$3.35

*** 16 Items Total ***

HUB New Mexico

7770 Jefferson Street NE • Suite 101
Albuquerque, NM 87109
Toll-free: 800-800-5661

hubinternational.com

December 10, 2018

To Whom It May Concern:

RE: B & D Industries, Inc.

Ladies & Gentlemen:

HUB International represents B & D Industries, Inc. as their Broker of Record. This letter is to confirm the NCCI Worker's Compensation Experience Modifier for B & D Industries as follows:

January 1, 2015/16	.90
January 1, 2016/17	.79
January 1, 2017/18	.67
January 1, 2018/19	.84
January 1, 2019/20	.77

We are privileged to work with this excellent contractor and recommend them highly. If you have any questions concerning these modifiers please let me know. Thank you.

Sincerely,

Alice C. Foster

Alice C. Foster, CIC, CPCU, CRM
Senior Client Advisor

ACF/hs

cc: Mr. Chris Carrasco
B & D Industries, Inc.

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: KEERS ENVIRONMENTAL INC **Risk ID:** 917786770

Rating Effective Date: 04/01/2019 **Production Date:** 11/19/2018 **State:** INTERSTATE

State	Wt.	Exp Excess Loss	Expected Loss	Exp Prim Loss	Act Exc Loss	Ballast	Act Inc Loss	Act Prim Loss
AZ	.16	482	720	238	0	28,800	0	0
NM	.12	85,956	113,632	27,877	0	41,650	1,425	1,425
TX	.13	869	1,446	577	0	35,175	0	0

(A) WL	(B)	(C) Exp Excess Loss (D - E)	(D) Expected Loss	(E) Exp Prim Loss	(F) Act Exc Loss (H - I)	(G) Ballast	(H) Act Inc Loss	(I) Act Prim Loss
.12		87,306	116,098	28,692	0	41,490	428	428

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
	(I)	C * (1 - A) + G	(A) * (F)	(J)
Actual	428	118,319	0	118,747
	(E)	C * (1 - A) + G	(A) * (C)	(K)
Expected	28,692	118,319	10,477	157,488

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
					(J) / (K)
Factors	1.00				.75

RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.
THE ARAP FACTOR SHOWN IS FOR THOSE STATES CONTAINED ON THIS RATING THAT HAVE APPROVED THE ARAP PROGRAM AND IS CALCULATED BASED ON THE STATE WITH THE HIGHEST APPROVED MAXIMUM ARAP SURCHARGE. THE MAXIMUM ARAP SURCHARGE MAY VARY BY STATE. PLEASE REFER TO EACH STATE'S APPROVED RULES FOR THE APPLICABLE MAXIMUM ARAP SURCHARGE.

Carrier: 28355-000 **Policy:** EBWCC0013002 **Eff-Date:** 04-01-2018 **Exp-Date:** 04-01-2019

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ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 07/20/2020
FOR CITY COUNCIL MEETING OF 07/29/20

l) 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 $200,000
NM Coalition to end Homelessness $180,000
(Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov, 505-303-9868)

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 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		

3-19-18

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 07/01/2020
FOR CITY COUNCIL MEETING OF 07/08/2020

ISSUE:

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 $200,000
SF 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)

QUALITY OF LIFE COMMITTEE ACTION: Approved on consent

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO: Governing Body (scheduled): July 8

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

memo

Date: June 1, 2020

To: Finance Committee – June 29, 2020
Quality of Life Committee – July 1, 2020
City Council – July 8, 2020

From: Alexandra Ladd, Director, Office of Affordable Housing

Re. Approval of RFP# P/20/15 and 2020-21 AHTF Contracts

ACTION REQUESTED:
Review and approve the 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 (AHTF)	CONTRACT #	VENDOR #	ORG #	OBJ#	AMOUNT
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
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.

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**

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 **New Mexico Inter-Faith Housing Corp** 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 infrastructure costs associated with the construction of the Siler Yards Apartment Community. The subject property received LIHTC subsidy funds, in addition to several other funding sources to construct 65 units affordable to renters earning no more than 60%AMI, broken down by.

B. Contractor will follow procurement processes consistent with the state procurement code, including 3 bids for proposed scope of work.

C. Contractor will 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 two hundred thousand ($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.Ne

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: New Mexico Inter-Faith Housing Corp
125 E. Palace Ave Suite 43
Santa Fe, NM 87501

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:
NEW MEXICO INTER-FAITH HOUSING

_____
DANIEL WERWATH
EXECUTIVE DIRECTOR

DATE:_____

CRS# 03184261005
Registration #

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 # _____

Contractor: **New Mexico Inter-Faith Housing Corp.**

Description: **Agreement delivers infrastructure costs associated with the construction of the Siler Yards Apartment Community, a 65 affordable unit complex to renters earning no more than 65% AMI**

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**

Fran Donaway (Jun 30, 2020 14:05 MDT) _____

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. **Funding Source:** **240** **Org / Object:** **2402750.510500**

Alexis Lotero (Jun 30, 2020 17:01 MDT) _____

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: New Mexico Inter-Faith Housing Corp.

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

Fran Dunaway (Jun 30, 2020 14:03 MDT)

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:	$200,000	Munis Fund Number:	240
Vendor Name:	New Mexico Inter-Faith Housing Corp.	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.
This contract delivers infrastructure costs associated with the construction of the Siler Yards Apartment Community, a 65 affordable unit complex to renters earning no more than 65% AMI. This is one-time commitment of funds for a one-time project/ongoing program. This is a low cost way of delivering housing programs/projects/services because it relies on the capacity of community partners, rather than the City's bureaucracy to deliver services/provide housing.

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 procurement is aligned with requirements of the NM Affordable Housing Act reflects the Governing Body's policy intent to support affordable housing in our community. As per SFCC 26-3, these funds must be used to support the provision of affordable housing through construction, rehabilitation or preservation of units or direct financial support for income-qualified individuals.

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 housing programs/projects/services are provided by expert organizations and cannot be provided within the City's internal delivery system.

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.
Without this expenditure, the access to housing opportunity of low- and moderate-income residents would be greatly limited. These are local trust funds, generated from development revenues, the Tierra Contenta mortgage, and pay-offs of City-held liens. These funds are not drawn against the City's general fund budget.

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?
These funds directly complement the use of other federal state and private investments into the housing market. For every $1 of local funds committed through these contracts, up to $14 are leveraged from other resources.

Fran Quintana (Jun 30, 2020 17:03 MDT)	Alexis Lotero (Jun 30, 2020 17:01 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: NEW MEXICO INTER-FAITH HOUSING
DBA: NEW MEXICO INTER-FAITH HOUSING

Business Location: 2889 A TRADES WEST RD
SANTA FE, NM 87507

Owner:

License Number: 227271

Issued Date: May 12, 2020

Expiration Date: December 31, 2020

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: $35.00

NEW MEXICO INTER-FAITH HOUSING
125 E PALACE AVE
SANTA FE, NM 87501

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): 05/18/2020

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: Tara Triana	
Insgroup, Inc. 5151 San Felipe, 24th Floor Houston TX 77056	PHONE (A/C, No, Ext): (713) 541-7272	FAX (A/C, No): (713) 772-5224
	E-MAIL ADDRESS: ttriana@insgroup.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Ind Ins Co	
INSURED New Mexico Inter-Faith Community Housing Development 125 E Palace Ave, #43 Santa Fe NM 87501	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 19-20 **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 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			PHPK1959484	03/23/2020	05/24/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 1,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	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	$
A	Directors and Officers Liability			PHSD1494227	12/16/2019	12/16/2020	Limit	$1,000,000
							Retention	$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

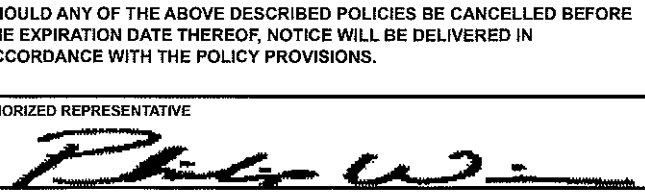
CERTIFICATE HOLDER

Office of Affordable Housing
P.O. 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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/18/2020

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: Tara Triana	
Insgroup, Inc. 5151 San Felipe, 24th Floor Houston TX 77056	PHONE (A/C, No, Ext): (713) 541-7272	FAX (A/C, No): (713) 772-5224
	E-MAIL ADDRESS: ttriana@insgroup.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Ind Ins Co	
INSURED New Mexico Inter-Faith Community Housing Development 125 E Palace Ave, #43 Santa Fe NM 87501	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 19-20 **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 $							$
	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	$
A	Directors and Officers Liability			PHSD1494227	12/16/2019	12/16/2020	Limit Retention	$1,000,000 $2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Office of Affordable Housing
P.O. 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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/20/2020

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PRODUCER	CONTACT NAME:	
Jeffrey Rendel (AJG) c/o Arthur J. Gallagher Risk Management Service 250 Tequesta Drive Tequesta, FL 33469	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zurich-American Insurance Company	16535
INSURED G&A Outsourcing, Inc. dba: G&A Partners Alt. Emp: TEXAS INTERFAITH HOUSING CORPORATION 17220 Katy Freeway Suite 350 Houston, TX 77094	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 20TX0381012384 **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 ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 16-90-372-00	02/23/2020	02/23/2021	X 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
				Location Coverage Period:	02/23/2020	02/23/2021	**Client#** 810920-NM	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:
TEXAS INTERFAITH HOUSING CORPORATION
125 E Palace Ave Suite 43,
Santa Fe, NM 87505

CERTIFICATE HOLDER

TEXAS INTERFAITH HOUSING CORPORATION
125 E Palace Ave Suite 43
Santa Fe, NM 87505

CANCELLATION

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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 **New Mexico Coalition to End Homelessness** 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. Implement the Homeless Early Intervention 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 three hundred sixty (360) households earning less than 60% AMI, or meet a definition of homelessness including those who are living in a shelter, living in a place not meant for human habitation or those at risk of homelessness because they will lose their current housing situation within 14 days.

B. Create partnership networks with services providers including Life Link, St. Elizabeth Shelter, Youth Shelters and Family Services and the Santa Fe Interfaith Shelter. Partner agencies will identify households and individuals in need of the assistance, conduct a needs assessment using the Unite Us platform, the impact of COVID-19, as well as documenting other social determinants of health. After receiving documentation of housing instability or risk of homelessness, NMCEH will review the requests for eligibility and if approved, issue checks to the appropriate party such as landlords and utility companies.

C. Report to the City on a quarterly basis the use of funds, including documentation of housing instability, AMI of assisted renter, address, house hold size and other demographic information as requested.

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 for rental 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 one hundred eighty thousand dollars ($180,000). **The total amount payable to the Contractor under this Agreement, including gross receipts tax, shall not exceed ($180,000). 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.

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: New Mexico Coalition to End Homelessness
440 Cerrillos Road
Santa Fe, NM 87501

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 FINANCE:

_____
MARY MCCOY
FINANCE DIRECTOR

CONTRACTOR:
NM COALITION TO END HOMELESSNESS

_____
HANK HUGHES
EXECUTIVE DIRECTOR

DATE:_____

CRS# 02-937190-00-2
Registration # 225192

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 # 3201908

Contractor: **New Mexico Coalition to End Homelessness**

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: $180,000.00

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**

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. **Funding Source: AHTF** **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: _____

Signature: Fran Dunaway (Jul 20, 2020 10:35 MDT)

Email: fadunaway@santafenm.gov

Signature: clroibal (Jul 20, 2020 10:56 MDT)

Email: clroibal@santafenm.gov

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: New Mexico Coalition to End Homelessness

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

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:	$180,000	Munis Fund Number:	100
Vendor Name:	New Mexico Coalition to End Homelessness	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.
This contract delivers rental assistance to residents in Santa Fe who are experiencing housing instability or homelessness. This is a one-time commitment of funds for an ongoing program. This is a low cost way of delivering housing programs/projects/services because it relies on the capacity of community partners, rather than the City's bureaucracy to deliver services/provide housing.

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 procurement reflects the policy intent of the Governing Body to support the housing stability of Santa Fe's residents during the economic shut-down related to the COVID-19 pandemic.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.
No, rental assistance is provided by expert organizations who are managing other social services for these tenants. The City's internal delivery system cannot adequately or efficiently provide these services.

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 funds are targeted to the most vulnerable residents in our community - those in danger of homelessness. Combined with the effects of the COVID-19, without support to stabilize or attain housing, the health and safety of these residents will be severely impacted.

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?
The availability of other funds is severely curtailed in the current economic climate and it is doubtful these residents would be able to access support from other resources.

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: NM COALITION TO END HOMELESS
DBA: NM COALITION TO END HOMELESS

Business Location: 440 CERRILLOS RD
SANTA FE, NM 87501

CRS Number: 02937190002

Owner: NM COALITION TO END HOMELESS

License Number: 225192

License Type: Business License - Renewable

Issued Date: February 24, 2020

Classification: Business Registration - Standard

Expiration Date: December 31, 2020

Fees Paid: $35.00

Description: NON-PROFIT

NM COALITION TO END HOMELESS
PO BOX 865
SANTA FE, NM 87504

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): 1/9/2020

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 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
ZIA INSURANCE AGENCY INC.
810 CALLE MEJIA
SUITE 106
SANTA FE NM 87501

CONTACT NAME: CONRAD SCHOTT
PHONE (A/C, No, Ext): 505.983.7329 FAX (A/C, No): 505.986.6136
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: AMERICAN HALLMARK INSURANCE CO	
INSURER B: NEW MEXICO MUTUAL CASUALTY CO.	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED NEW MEXICO COALITION TO END HOMELESSNES
PO BOX 865
SANTA FE, NM 87504

COVERAGES **CERTIFICATE NUMBER: 002** **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	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X X		44PB428730-16	10/16/2019	10/16/2020	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 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS	X X		44PB428730-16	10/16/2019	10/16/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		27309.118	10/01/2019	10/01/2020	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CERTIFICATE HOLDER LISTED BELOW IS AN ADDITIONAL INSURED

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, New Mexico

2511 Camino Entrada, P.O. Box 909, Santa Fe, N.M. 87504-0909

MUNICIPAL COURT

Virginia Vigil, Municipal Judge

Phone: (505) 955-5070

Fax: (505) 955-5159

Memo

To: Mayor and City Councilors

From: Virginia Vigil
Municipal Court Judge
Chad Chittum
Staff Attorney

Date: 07/10/2020

Re: July 29, 2020 Governing Body Meeting

Enclosed please find:

1. Santa Fe Municipal Court's Plan for Conducting Bench Trials/Motion's Hearings and In Person Hearings
2. Santa Fe Municipal Court Reopening Plan Approval
3. Santa Fe Municipal Court Level 3 plan
4. Monthly statistics for the month of June 2020 plus a six month summary

To: Arthur Pepin, Supreme Court's Emergency Response Team

From: Chad Chittum, Staff Attorney

Date: June 12, 2020

Re: Santa Fe Municipal Court's Plan for conducting Bench Trials/Motion's Hearings and In-person Hearings

Precautions for staff

- Verbally screen for COVID-19 symptoms before entering the building
    - By supervisor
        - Have you been asked to self-quarantine because of COVID-19 AND are you still within the quarantine period?
        - Within the past 14 days, have you been diagnosed with COVID-19 by a doctor?
        - Within the past 14 days, have you had a positive test results for COVID-19 from a testing center or by the Department of Health?
        - Have you been in contact with anyone who you know has COVID-19?
        - Within the past 14 days, have you had a fever above 100.4 degrees, chills, sore throat, body aches, or headaches?
        - Within the past 14 days, have you developed new shortness of breath, difficulty breathing, or dry cough?
        - Have you recently developed a loss of taste or smell?
- Temperature check by non-contact thermometer before entering the building
    - By supervisor
        - Anyone with a temperature greater than or equal to 100.4 will not be allowing into the courthouse.
- Masks require
- Hand sanitizing and hand washing stations located throughout the building
- Social distancing – work cubicles have barriers for social distancing
- Staff will be separated 6'at all times from public
    - Non staff members will not be allowed in staff areas
    - Cashiers and Court Services are separated from the public by glass
    - Check in desk clerks and courtroom clerks are separated by a 6' barrier
- Public Scanners to avoid contact with documents
    - Alcohol swabs will be provide for cleaning
- Public Signature pads to avoid contact with documents
    - Alcohol swabs will be provided for cleaning
- Regular cleaning of workspaces
- Custodian will cleaning common surfaces such as door handles and similar surfaces every two hours minimum. Custodian will maintain a cleaning log.
- Our staff is too small to continue alternate teams, yet, please see the attached Level 3 plan in the event of a closure

Precautions for the public in the courthouse (signs and floor markings posted throughout) *Please note that the Santa Fe Municipal Court is encouraging telephonic hearings- please see the attached Updated Santa Fe Municipal Court Scaled Back Measures

- Security guard will limit the number of public allowed in the courthouse at a time to ensure a minimum of 6' separation
- Verbally screen for COVID-19 symptoms at the entrance of the building (questions will be posted on whiteboard located outside the entrance of the building)
    - By security guard and/or Staff Attorney
        - Have you been asked to self-quarantine because of COVID-19 AND are you still within the quarantine period?
        - Within the past 14 days, have you been diagnosed with COVID-19 by a doctor?
        - Within the past 14 days, have you had a positive test results for COVID-19 from a testing center or by the Department of Health?
        - Have you been in contact with anyone who you know has COVID-19?
        - Within the past 14 days, have you had a fever above 100.4 degrees, chills, sore throat, body aches, or headaches?
        - Within the past 14 days, have you developed new shortness of breath, difficulty breathing, or dry cough?
        - Have you recently developed a loss of taste or smell?
- Temperature check by non-contact thermometer before entering the building
    - By security guard
        - Anyone with a temperature greater than or equal to 100.4 will not be allowing into the courthouse.
- Masks require
    - Court will provide if public does not have
- Hand sanitizing and hand washing stations provided throughout the court house
- Social distancing signage and floor markings
    - Courthouse and entry are marked 6' so the public knows where to stand etc.
        - Crowd control barriers queue lines at clerk's and cashier's stations
- Custodian will cleaning common surfaces such as door handles and similar surfaces every two hours minimum.
    - Custodian will maintain a cleaning log.

Precautions for Bench Trials/Motion's Hearings and In-person Hearings in the Courtroom

- Telephonic hearings will still be encouraged
- Limited seating in the courtroom
    - Bailiff will limit the number of public and press allowed in the courtroom at a time to ensure a minimum of 6' separation
        - Every other roll blocked off with markings in between seats allowing for 6' social distancing
- Frequent cleaning for tables, doors, counters and high-touch surfaces

- Hand sanitizers provided at tables, podium and witness stand
- Separate prosecution and defense scanners for document presentation
- Signature pads to avoid contact with documents
  - Alcohol swabs will be provided for cleaning
- Social distancing
  - Prosecution and Defense tables, podium and witness stand separated by 6 feet or more
  - Separate seating area for witnesses outside of courthouse
  - Barriers in front of clerks to enforce 6 feet social distancing
  - Clerks' and Judge's chairs and bench are separated by 6'

Precautions for interpreters

- Interpreters appear telephonically or by video
  - In in-person – interpreters will have a designated area allowing for social distancing- front row, left hand side of the court room

Other Precautions

- Court ordered payments can be made online at www.citepayusa.com
- Court required documentation (Community Service, Defensive Driving, Insurance, Registration, etc) can be submitted to the following email: cahagman@santafenm.gov
- The Court does have a small drop box near the front door for documentation or payments dropped off in person. The Court is checking the drop box daily.
- Municipal Court encourages Defendants and Attorneys to fax file at (505) 955-5159.

Docket management and scheduling (Court will continue to keep encouraging telephonic hearings)

- Arraignments
  - Non-jailable
    - Separate sessions held for telephonic hearing and in-person hearings
    - Appearance, Plea and Waiver form mailed with every summons, therefore greatly limiting the number of arraignments
    - Limited numbers allowed in the courtroom at a time to ensure a minimum of 6' separation Pre-trial
  - Jailable
    - Separate sessions held for telephonic hearing and in-person hearings
    - Summons states to call court before their hearing date to set up a telephonic hearing, therefore greatly limiting the number of arraignments
    - Limited numbers allowed in the courtroom at a time to ensure a minimum of 6' separation

- Pre-trials
    - Conducted telephonically by prosecutor and/or defense attorney
- Plea hearings
    - All scheduled for telephonic hearings at this time
    - Conducted by prosecutor and defensive attorney
- Others- All scheduled for telephonic hearings at this time

Thank you.

Chad Chittum
City of Santa Fe
Municipal Court
Staff Attorney
505-955-5106 Office
cdchittum@santafenm.gov

Administrative Office of the Courts

Supreme Court of New Mexico

Arthur W. Pepin, Director

237 Don Gaspar, Room 25
Santa Fe, NM 87501
(505) 827-4802
(505) 827-4824 (fax)

MEMORANDUM

TO: Judge Virginia Vigil and Chad Chittum, Staff Attorney, Santa Fe Municipal Court
FROM: Emergency Response Team
DATE: June 19, 2020
RE: SANTA FE MUNICIPAL COURT REOPENING PLAN

Thank you for submitting Santa Fe Municipal Court's June 12th Reply to the ERT's Response raising a number of issues in the court's original reopening plan. The Reply answers the issues raised by the ERT. The court has provided for appropriate screening, distancing, sanitization, language access services, and docket management consistent with COVID-19 best practices. ERT especially appreciates the court's efforts to maximize online processes in both this document and your earlier changes to court practices. Although a diagram of the courtroom is not provided, you have described blocking off alternate rows, marking six-foot distances, and cleaning between uses in a manner that accommodates proper distancing and COVID-19 best practices. You have also addressed the ERT's concerns with maximizing the safety of court staff. The court is approved to reopen under the plan as modified in your Reply of June 12, 2020.

City of Santa Fe, New Mexico

2511 Camino Entrada. P.O. Box 909, Santa Fe, N.M. 87504-0909

MUNICIPAL COURT

Virginia Vigil, Municipal Judge

Phone: (505) 955-5070

Fax: (505) 955-5159

Memo

To: Hon. Mary Marlowe Sommer, Chief District Court Judge

From: Chad Chittum, Staff Attorney

Date: 04/13/2020

Re: Santa Fe Municipal Court Level 3 plan

I, three clerks and Judge Vigil all have the ability to access video, phone, case management from home in the event of a closure. Therefore:

In custody defendants

- Normal court procedures and hearings (arraignments, bond hearings, review of conditions of release, etc) attorneys allowed to appear by telephone/video

Out of Custody defendants

- Would be scheduled or rescheduled to a later date.

Drug/DWI Court

- Meeting being held by phone/video

Court required documents (proof of defense driving, treatment, etc.)

- May be emailed to cahagman@santafenm.gov

Court payments may be submitted online at www.citepayusa.com.

No warrants issued for failure to appear (FTA) and/or failure to comply (FTC) during this time.

Thank you.

Chad Chittum
City of Santa Fe Municipal Court Staff Attorney

MUNICIPAL COURT MONTHLY STATISTICS REPORT FOR JUNE 2020	JUNE 2020	MAY 2020	APR 2020	MAR 2020	FEB 2020	JAN 2020
1. NUMBER OF CASES FILED FOR MONTH	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL
Traffic Violations	234	358	366	761	465	354
Traffic Citations (court appearance)	188	313	297	584	392	286
Penalty Assessments (court only collects money)	46	45	69	177	73	68
* Cell phone violation 12-6-12.18(6) (included in both court appearance & penalty assessments)	14	11	22	80	29	10
Criminal Cases	68	76	72	99	100	92
DUIs	11	13	12	16	19	23
Shoplifting	17	16	11	23	22	29
Petty Misdemeanors	32	40	41	47	49	37
Revoked	8	7	8	13	10	3
Code Enforcement	0	0	0	1	0	0
Animal Control	9	5	2	9	10	5
2. ARRAIGNMENTS						
(many arraignments result in pleas)						
Traffic Arraignments	369	175	112	413	260	292
Criminal arraignments	75	36	41	123	139	132
DUIs	17	6	8	25	20	25
Shoplifting	14	12	11	31	30	43
Petty Misdemeanors	34	16	17	56	68	56
Revoked	10	2	5	11	21	8
Parking	0	0	0	3	0	0
Animal	13	2	0	9	7	6
Code Enforcement	0	0	0	0	0	0
3. TRIALS	0	0	0	11	13	3
1) with attorney(s)	0	0	0	1	2	1
2) with police officers	0	0	0	10	11	2
1) Animal	0	0	0	0	0	1
2) Traffic	0	0	0	10	11	2
3) Misdemeanor/shoplifting	0	0	0	0	0	0
4) Code Enforcement	0	0	0	0	0	0
5) DUI	0	0	0	1	2	0
6) Revoked	0	0	0	0	0	0
4. BENCH WARRANTS ISSUED	375	0	0	124	178	191
5. HOMELESS COURT	0	0	7	7	5	6
6. COMMUNITY SERVICE – TOTAL	103	92	255	354	352	231
1) Community service hours – penalties	88	92	255	264	347	188
2) Community service hours – in lieu of fines	15	0	0	90	5	43

MUNICIPAL COURT FINES AND FEES DISTRIBUTION REPORT
June 2020

			City	AOC	JEC
Animal Control	11001.451200	$222.00	$222.00		
Court Fines	11001.450200	$19,722.00	$19,722.00		
Parking	51150.450610		$0.00		
Traffic Violations	11001.450900		$0.00		
	TOTAL FINES:	$19,944.00			
Automation Fee (AOC)	21202.432100	$ 2,208.00		$ 2,208.00	
Bench Warrants (City)	21224.432150	$ 1,269.00	$ 1,269.00		
Calming Fees (City)	31775.450850	$ 4,633.00	$ 4,633.00		
Copies/Misc. (City)	11001.471400	$ 4.50	$ 4.50		
Corrections Fees (City) - PD	21201.432300	$ 7,514.66	$ 7,514.66		
Corrections Fees (City) - Muni. Court	21225.432300	$ 3,757.34	$ 3,757.34		
Court Admin. Fee (City)	21225.432310	$ 3,760.00	$ 3,760.00		
DWI Lab Fees (AOC)	21202.432200	$ 926.00	$ 926.00	$ 926.00	
Muni. Court DWI (Screening & Tracking Fee) (Old line item - 21228.432000)	11001.432000	$ 3,325.00	$ 3,325.00		$ -
Home Detention (City) (Old line item 21225.43213)	21201.432130	$ 821.00	$ 821.00		
In House Automation (City)	21130.432100	$ 736.00	$ 736.00		
Judicial Education Fees (JEC)	21202.431800	$ 1,089.00	$ 1,089.00		$ 1,089.00
Police Safety Fees (City)	21224.432120	$ 1,757.00	$ 1,757.00		
Prevention Fees (AOC)	21202.450400	$ 682.00	$ 682.00	$ 682.00	
Substance Abuse Fee (AOC)	21202.432350	$ -	$ -	$ -	
	TOTAL FEES:	$ 32,482.50	$50,218.50	$3,816.00	$1,089.00

$55,123.50

TOTAL FINES AND FEES: $52,426.50

City: Money remains with the City of Santa Fe: $50,218.50

AOC: Money is submitted to the State of NM, Admin. Office of the Courts: $3,816.00

JEC: Money is submitted to the NM Judicial Education Center: $1,089.00

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 07/20/2020
FOR CITY COUNCIL MEETING OF 07/29/20

ISSUE:

b) Request Approval of Amendment #3 – Alpha Southwest for FY 20/21 Emergency Repair On-Call in the Amount of $211,015.63 Inclusive of NMGRT. (Jonathan Montoya, Source of Supply Operations Manager, jmmontoya@santafenm.gov, & Efren Morales, WWM Plant Superintendent, Public Utilities, emmorales@santafenm.gov, 955-4618)

FINANCE COMMITTEE ACTION:
Motion made to postpone items b,c,d,e until 7/29 at Council. The item to be placed on discussion.

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS-attachments were not able to be opened by Cnlrs. Cassutt-Sanchez and Renee Villarreal

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. 7H

Request Approval of Amendment #3 – Alpha Southwest for FY 20/21 Emergency Repair On-Call in the Amount of $211,015.63 Inclusive of NMGRT. (Jonathan Montoya, Source of Supply Operations Manager, jmmontoya@santafenm.gov, & Efren Morales, Waste Water Operator III, Public Utilities, emmorales@santafenm.gov, 955-4618)

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 24, 2020

To: PUC/Finance/City Council

Via: Shannon Jones, Public Utilities Director SJ
Jesse Roach, Water Division Director JR
Michael Dozier, Wastewater Division Director MD

From: Jonathan Montoya, Source of Supply Operations Manager JM
Efren Morales, Wastewater Plant Superintendent EM

Re: Approval of amendment to Alpha SW contract Munis#19-0115

ITEM
Source of Supply staff and the WWMD staff are requesting funding approval for Contract #19-0115 Alpha Southwest Emergency Repair in FY 20/21. This will be year 3 of a 4 year agreement. Amount requested $211,015.63.

JUSTIFICATION
Alpha Southwest currently holds a 4 year emergency water/wastewater equipment repair contract with Source of Supply in the amount of $211,015.63 per year. Work under this contract typically involves non-routine or emergency repairs to the Canyon Road water treatment plant, city water facilities (Wells, booster pumps, water storage tanks, etc.) and the Wastewater Treatment Facility. Majority of the repairs completed under this contract are critical to the operation of the water production, conveyance systems and the wastewater treatment system. Services obtained by this contractor are typically highly specialized for example: machine shop services, crane services, deep well repair/rehabilitation, and underwater marine diving.

RECOMMENDED ACTION

- Please approve amendment to Munis Contract# 19-0115 for FY20/21 to fund year 3 of this agreement in the amount of $211,015.63.

Signature: Efren Morales (May 19, 2020 15:06 MDT)

Email: emmorales@santafenm.gov

Signature: Jonathan Montoya (May 20, 2020 08:05 MDT)

Email: jmmontoya@santafenm.gov

Signature: Michael Dozier (May 20, 2020 08:14 MDT)

Email: mldozier@santafenm.gov

Signature:

Email: jdroach@santafenm.gov

Signature: Shannon Jones (May 20, 2020 08:52 MDT)

Email: swjones@santafenm.gov

CITY OF SANTA FE
AMENDMENT No. 3 TO
SERVICES AGREEMENT
ITEM#19-0115

AMENDMENT No. 3 (the "Amendment") to the SERVICES AGREEMENT, dated February 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Alpha Southwest Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide Source of Supply emergency repair services to the City of Santa Fe.

B. Pursuant to Article 8 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. COMPENSATION.

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by two hundred eleven thousand fifteen dollars and sixty three cents ($211,015.63), including New Mexico gross receipts tax so that Article 3, paragraph B reads in its entirety as follows:

B. The total compensation under this Agreement shall not exceed six hundred twelve thousand two hundred thirty four dollars and thirty nine cents ($612,234.39) including 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.3 to the City of Santa Fe Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

Date: _____

CONTRACTOR:
Alpha Southwest Inc.

_____
NAME

_____
TITLE

Date:_____

CRS # 002328120110926
City of Santa Fe Business Registration #

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (Apr 30, 2020)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR

5000367.520150; 5050385.520150
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 Alpha Southwest, Inc

3 Complete information requested ☐ Plus GRT ☑ Inclusive of GRT

Original Contract Amount: $189,765.63

Termination Date: June 30, 2019

☑ Approved by Council Date: February 27, 2019

☐ or by City Manager Date:

Contract is for: Emergency Repair

Amendment # 3 to the Original Contract# 19-0115

Increase/(Decrease) Amount $ $211,015.63

Extend Termination Date to: na

☑ Approved by Council Pending

☐ or by City Manager Date:

Amendment is for: increase comp for FY 20/21 for Water @ $189,765.63 and for WWMD @ $21687.5 as allowed for in the RFB.

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

Amount $ 189,765.63 of original Contract# 19-0115 Termination Date: 6/30/2019
Reason: On Call emergency Repair

Amount $ 189,765.63 amendment # 1 Termination Date: 6/30/2020
Reason: Increase comp and term for new FY

Amount $ 21,687.50 amendment # 2 Termination Date: na
Reason: increase comp to include funding for WWMD as allowed for in the RFB.

Amount $ 211,015.63 amendment # 3 Termination Date: 6/30/2021
Reason: Increase for WWMD and Water for FY 20/21

Total of Original Contract plus all amendments: $ $612,234.29

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

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

RFP# 19/07/B Date: December 17, 2018

RFQ ☐ Date:

Sole Source ☐ Date:

Other

6 **Procurement History:** Year 3 of 4
example: (First year of 4 year contract)

Fran Dumaway (Jun 29, 2020 14:45 MDT)

Purchasing Officer Review

Comments or Exceptions:

7 **Funding Source:** Water Operating 5300 **BU/Line Item:** 5000367.520150

Alexis Lotero
Alexis Lotero (Jun 29, 2020 13:42 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:** N

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:

8

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Alpha Southwest

Procurement Title: Emergency Repair and Maintenance of Water/Source of Supply Equipment

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 PUD/Water/SOS Staff Name Jonathan Montoya

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: 4year contract

Jonathan Montoya, SOS

Department Rep Printed Name (attesting that all information included) Title Date

Fran Dunaway (Jul 29, 2020 14:45 MDT)

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.

*

ALPHA-7 OP ID: MA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/12/2020

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 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 Ray Strom	CONTACT NAME: Ray Strom PHONE (A/C, No, Ext): 505-822-8114 FAX (A/C, No): 505-822-0341 E-MAIL ADDRESS: rstrom@cressinsurance.com
INSURED Alpha Southwest, Inc. P O Box 9263 Albuquerque, NM 87119	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : National Fire Ins of Hartford 20478 INSURER B : Continental Casualty Company 20443 INSURER C : Liberty Mutual Insurance 23043 INSURER D : Valley Forge Insurance Co 20508 INSURER E : Columbia Casualty 20427 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						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			5093812966	10/01/2019	10/01/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
E	X Prof E&O			6018485129	06/02/2019	06/02/2020	MED EXP (Any one person)	$ 15,000
							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:						Emp Ben.	$ 1,000,000
C	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			BAS57514880 - TX	10/01/2019	10/01/2020	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			5093778091	10/01/2019	10/01/2020	EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 3,000,000
	DED X RETENTION $ 10000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			5093848947	10/01/2019	10/01/2020	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH)						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
C	Equipment Floater			BMW57358623	10/01/2019	10/01/2020	Lease/Ren	400,000
C	Install Floater*			BMW57358623	10/01/2019	10/01/2020	Limit	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

MISCEL1

Public Utilities Department
City of Santa Fe
Maya Martinez
801 West San Mateo
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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ITEM # 20-0212

CITY OF SANTA FE
AMENDMENT No. 2
SERVICES AGREEMENT
ITEM#19-0115

AMENDMENT No. 2 (the "Amendment") to the AGREEMENT, dated February 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Alpha Southwest Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide Source of Supply emergency repair services to the City of Santa Fe.

B. Pursuant to Article 8 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. SCOPE OF WORK

Article 2, paragraph A of the Agreement is amended to remove the term "Professional Services" from the paragraph, so that Article 2 paragraph A reads as follows:

A. This Contract is for the for City of Santa Fe Project, Emergency Repair for Operations and Maintenance and consists of, but is not limited to: Services for repairs, installation, replacement, fabrication, modification, rehabilitation, abandonment, and demolition services or spot repair of water distribution system facilities such as water mains, valves, fire hydrants, metered water service installations, pressure regulating stations, and for mechanical and electrical equipment, piping instrumentation and buildings in accordance with the drawings, specifications and other Contract Documents. The location of the project is in buildings in the City of Santa Fe and parts of Santa Fe County consisting of but not limited to:

(1) Over 21 Well Sites
(2) 14 Ground Storage Tanks
(3) 2 Reservoirs

(4) 15 Booster Pump Stations Sites and
(5) 2 Treatment Plant Sites
(6) 1 Waste Water Treatment Plant Site.

2. COMPENSATION.

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by twenty one thousand six hundred eighty seven dollars and fifty cents ($21,687.50), including New Mexico gross receipts tax so that Article 3, paragraph B reads in its entirety as follows:

B. The total compensation under this Agreement shall not exceed four hundred and one thousand two hundred eighteen dollars and seventy six cents ($401,218.76) including New Mexico gross receipts tax.

3. 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.2 to the City of Santa Fe Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: MAY 1, 2020

CONTRACTOR:
Alpha Southwest Inc.

See Attached
NAME

TITLE

Date:

CRS # 002328120110926
City of Santa Fe Business
Registration #

(4) 15 Booster Pump Stations Sites and
(5) 2 Treatment Plant Sites
(6) 1 Waste Water Treatment Plant Site.

2. COMPENSATION.

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by twenty one thousand six hundred eighty seven dollars and fifty cents ($21,687.50), including New Mexico gross receipts tax so that Article 3, paragraph B reads in its entirety as follows:

B. The total compensation under this Agreement shall not exceed four hundred and one thousand two hundred eighteen dollars and seventy six cents ($401,218.76) including New Mexico gross receipts tax.

3. 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.2 to the City of Santa Fe Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: MAY 1, 2020

CONTRACTOR:
Alpha Southwest Inc.

NAME

Vice President
TITLE

Date: 13 MAY 2020

CRS # 002328120110926
City of Santa Fe Business
Registration #

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

3/16/20
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

5000367.520150
Business Unit/Line Item

ITEM # 19-0395

CITY OF SANTA FE
AMENDMENT No. 1 TO
SERVICES AGREEMENT
ITEM#19-0115

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated February 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Alpha Southwest Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide Source of Supply emergency repair services to the City of Santa Fe.

B. Pursuant to Article 8 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. COMPENSATION.

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by a one hundred eighty nine thousand seven hundred sixty five dollars and sixty three cents ($189,765.63), including New Mexico gross receipts tax so that Article 3, paragraph B reads in its entirety as follows:

The total compensation under this Agreement shall not exceed three hundred seventy nine thousand five hundred thirty one and twenty six cents ($379,531.26) including New Mexico gross receipts tax.

2. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement to

June 30, 2020. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

3. 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 Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 5/31/19

CONTRACTOR:
Alpha Southwest Inc

Warren Ally Operations Manager
NAME & TITLE

Date: 4/24/19

CRS # 002328120110926
City of Santa Fe Business
Registration # 19-00110357

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg 5/29/2019

APPROVED AS TO FORM:

4/18
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52261
~~52452~~.520150
Business Unit/Line Item

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK
GB 4/29/20

CITY ATTORNEY'S OFFICE:

MDM 3/16/20
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

Mary McCoy
MARY MCCOY, FINANCE DIRECTOR

5000367.520150
Business Unit/Line Item

ITEM # 19. 0115

City of Santa Fe Contract
On Call Emergency Repair Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Alpha Southwest, Inc.** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1.

A. "Products and Services Schedule" refers to the complete list of 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. "Products and Services schedule" refers to the complete list of 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.

F. "You" and "your" refers to **Alpha Southwest, Inc** "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. This Contract is for the for City of Santa Fe Project, Emergency Repair for Operations and Maintenance and consists of, but is not limited to: Professional Services for repairs, installation, replacement, fabrication, modification, rehabilitation, abandonment, and demolition services or spot repair of water distribution system facilities such as water mains, valves, fire hydrants, metered water service installations, pressure regulating stations, and for mechanical and electrical equipment, piping instrumentation and buildings in accordance with the drawings, specifications and other Contract Documents. The location of the project is in buildings in the City of Santa Fe and parts of Santa Fe County consisting of but not limited to:

(1) Over 21 Well Sites
(2) 14 Ground Storage Tanks
(3) 2 Reservoirs
(4) 15 Booster Pump Stations Sites and
(5) 2 Treatment Plant Sites
(6) 1 Waste Water Treatment Plant Site.

B. Cost is at the fixed unit prices set forth in Exhibit "A" – Fixed Unit Price Schedule.

C. The Contractor shall furnish all necessary supervision, labor, materials, and facilities, required to accomplish the Work set forth in the applicable work order (WO), and in Exhibits A- Fixed Unit Price Bid Schedule – Bid Form attached hereto.

D. Work performed under this Contract shall be authorized in writing by a WO signed by the following City authorized representatives (hereafter "Authorizing Representative"): for all WOs, the City Water Division Director, or his/her designee. A WO signed by other than City Authorizing Representative shall not be honored. Each WO shall set forth (I) the Supervising Engineer and the Work Order, which shall set forth the Work to be Performed by the Contractor, (ii) the period of performance, (iii) the fixed unit prices per Exhibit I, as applicable, (iv) the ceiling price, and (v) other data as necessary. The Contractor shall, upon acceptance of the WO, provide applicable Payment and Performance Bonds and all supervision, labor, supplies, materials, and facilities, including all vehicles and transportation, except as may be provided by the City, for the performance of the Work authorized therein. Verbal authorizations may be given by the City in emergency situations, but shall be confirmed in writing by the City within five (5) days of the verbal authorization to Contractor.

E. The City may at any time, without notice to sureties, if any, make changes in a WO; if any such change requires the inclusion of additional provisions, or otherwise affects any other provision of a WO as initially set forth or previously amended an equitable adjustment shall be made in such provision of the WO as may be so affected, and the WO shall be modified in writing accordingly. Any claim by Contractor for adjustment under this article must be asserted in writing within thirty (30) days from the date of receipt by Contractor of the notification of change; provided, however, that if the City decides that the facts justify such action, it may receive and act upon such claim asserted at any time prior to final payment under a WO. However, nothing in this article shall excuse Contractor from proceeding with the WO as changed.

3. **Compensation**

A. The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here in Exhibit "A" attached hereto and incorporated herein.

B. The total compensation under this Agreement shall not exceed one hundred eighty nine thousand seven hundred sixty five dollars and sixty three cents ($189,765.63) including 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, 2019. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) 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 Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor 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 Vendor; 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 Vendor 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 Vendor/Contractor certifies the Vendor/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 Vendor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor 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. Vendor 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.

Director
Public Utilities Department
City of Santa Fe
801 W. San Mateo
Santa Fe, NM 87504

To Contractor:
Alpha Southwest Inc.
205 Rossmoor Rd SW
Albuquerque, NM 87105

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.

To Contractor:
Alpha Southwest Inc.
205 Rossmoor Rd SW
Albuquerque, NM 87105

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: 3/5/19

CONTRACTOR:
Alpha Southwest Inc.

Warren Ellis - Operations Manager
NAME AND TITLE

DATE: 3/8/19
CRS# 002328120110926

Registration # 19-00110357

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg 2/27/2019

APPROVED AS TO FORM:

1/16
ERIN K. MCSHERRY, CITY ATTORNEY

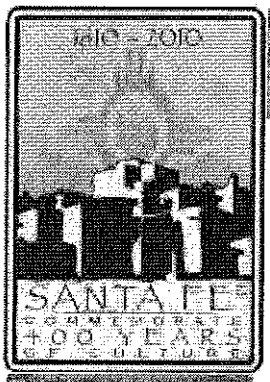
APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52361.520150
Business Unit Line Item

	BID ITEM	DESCRIPTION	UNIT		UNIT PRICE
TS-1	Shop Drawings, Reports, O&M Manuals, Calculation, Permits, Scheduling and CMMS Database Related Tasks				
	100	Production of Required reports, Calcuations and Drawings, etc.	HR	$	50.00
TS-2	Work Site Protection, Cleanup and Disinfection				
	200	Sanitary Protection and Disinfection of the System and Aquifer	HR	$	63.50
	300	Work Site Cleanup	HR	$	63.50
TS-3	Pull and Install Well Pump Equipment				
	400	Typicalwell is 750-ft of 8-in column with 2-1/2 x 1-1/2-in rods	LF	$	7.00
TS-4	Lower Well Pump				
	500	Lower Pump Per TS-4	LF	$	15.00
TS-5	Well Abandonment and Rehabilitation				
	600	Job-hour rate bid as specified in TS-5	HR	$	210.00
TS-6	Well Inspection Video Surveys and Logs				
	700	Production of one (1) Well Inspection Video Survey Log per TS-6	LS each	$	1,100.00
TS-7	Repair/Replacement of Well, Booster Station and Reservior Equipment				
	800	Repair/Replace Modify per TS-7	HR	$	63.50
TS-8	Fabrication and Machine Shop Work				
	900	Fabrication and Machine Shop Work per TS - 8	HR	$	63.50
TS-9	Contractor Owned Equipment				
	1000	Mark-up on Current "Blue Book" rate for Crane, Boom Truck, Backhoe, or Tank Truck per TS – 9	%		100.00%
TS-10	Inspection of Work				
	1100	All Equipment & Labor as Applied to Inspection as Covered in TS – 10.	HR	$	63.50
TS-11	Repair Parts, Materials and Replacement Equipment				
	1200	Percent Over Invoice for Repair Parts per TS – 11.	%		132.00%
TS-12	Well Test Pumping				
	1300	Operation of Contractor Provided Test Pumping Equipment per TS - 12	HR	$	125.00
TS-13	Job Site Security				
	1400	Complete Security Package	HR	$	20.00
TS-14	Rental Equipment				
	1500	Rental Mark-up Over Invoice	%		110.00%
	1600	"Bobcat" with Auger Attachment	$/Day	$	250.00
TS-15	Subcontract Work				
	1700	Subcontractor Mark-up Over Invoice	%		110.00%
TS-16	On-Call Labor				
	1800	Electrician	HR	$	75.00
	1900	Electrical Journeyman	HR	$	75.00
	2000	Field Laborer	HR	$	63.50
	2100	Field Labor Supervisor	HR	$	63.50
	2200	Site Preparation	HR	$	63.50
	2300	Diver(s)	HR	$	150.00
TS-17	Per Diem				
	2400	Travel time cost	HR	$	63.50
	2500	Daily Per Diem Cost (no overnight)	Days	$	-
	2600	Daily Per Diem Cost Overnight	Days	$	125.00

Exhibit "A"



Business Licenses

Home
License Information
Renew License
Email Us

Public License Information

Renew License

License Number: 19-00110357
Business Control: 0042000 **Location ID:** 000034965

Business Name & Address
ALPHA SOUTHWEST INC
SF COUNTY
SANTA FE NM 87501

Mailing Address
205 ROSSMOOR RD SW
ALBUQUERQUE NM 87105

Date Opened: 09/04/2001
Contractor Flag:
Type of Ownership: CP
Business Phone: (505) 877-0287 **Status:** Active

Owner Information
YATES RICK

License Information
Classification: 070 OUT OF CITY CONTRACTOR - GENERAL
License Status, Date: ACTIVE , 12/27/2018
Appl, Issue Date: 12/27/2018, 12/27/2018
License Valid Thru Date: 12/31/2019

Additional Requirements

DESCRIPTION	DOCUMENT NUMBER	EXPIRATION DATE
CONTRACTOR STATE LICENSE	13139	4302021

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

General Information

Department Name:	Public Utilities	Department Name:	PUD
Division Name:	Water/SOS	Division Name:	Waste Water

Financial Information

Amount Requested:	211015.63	Munis Fund Number:	505 500
Vendor Name:	Alpha Southwest	Munis Org Number:	5050385 5000367
Approved by Director?	Approved	Munis Object Code:	520150

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.
Work under this contract typically involves non-routine or emergency repairs to the Canyon Road water treatment plant, and city water facilities (Wells, booster pumps, water storage tanks, etc.) and the City Waste Water Plant. This is recurring. This service advertised and solicited via approved RFB process. Alpha Southwest was selected as the lowest bidder.

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.
Safe operation and maintenance of the City water system and supply and the City Waste Water Plant.

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 services this contractor performs are highly specialized. Example: deep well repair, machine shop services, and certified underwater marine diving.

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 possibility does exist that some repairs if not made could result in loss of water supply or the ability to convey water to certain parts of the city.

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?
I am not aware of alternate funding.

Procurement Office Signature	Budget Office Signature	Finance Director Signature

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 07/20/2020
FOR CITY COUNCIL MEETING OF 07/29/20

ISSUE:

c) Request Approval of Amendment # 1 – Carollo Engineers FY 20/21 On-Call Engineering in the Amount of $250,000 plus NMGRT (Bill Schneider, Water Resource Coordinator, Public Utilities, whschneider@santafenm.gov, 955-4203))

FINANCE COMMITTEE ACTION:
Motion made to postpone items b,c,d,e until 7/29 at Council. The item to be placed on discussion.

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS-attachments were not able to be opened by Cnlrs. Cassutt-Sanchez and Renee Villarreal

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. 7J

Request Approval of Amendment # 1 – Carollo Engineers FY 20/21 On-Call Engineering in the Amount of $250,000 plus NMGRT (Bill Schneider, Water Resource Coordinator, Public Utilities, whschneider@santafenm.gov, 955-4203)

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: May 20, 2020

To: Public Utilities/Public Works Committee, Finance Committee and City Council

Via: Shannon Jones, Public Utilities Director SJ
Jesse Roach, Water Division Director JR

From: Bill Schneider, Water Resources Coordinator WHS

RE: Amendment No. 1 to Professional Services Agreement (PSA) 19-0234 with Carollo Engineers (Carollo) for $250,000 plus GRT to provide On Call Engineering Services for Capital Improvement and Priority Projects

ITEM AND ISSUE

The City of Santa Fe's (City) Water Division (WD is requesting to amend the PSA 19-0234 with Carollo to provide continued On Call Engineering services for Capital Improvements and Priority Projects.

BACKGROUND AND SUMMARY

The City's WD entered into a PSA with Carollo for on call engineering services via competitively bid request for proposal (RFP) for Engineering Services (RFP '19/16/P) that was awarded as PSA #19-0234. The WD has utilized this contract to provide engineering and technical services to evaluate optimization of effluent reuse, permitting and implementation support for a return flow pipeline to Rio Grande, water treatment and water quality upgrade strategies at Canyon Rd and Paseo Real water treatment plants. This PSA will be utilized in FY20-21 to provide continued services on the water quality and water treatment and technical support on the return flow pipeline permitting. The next critical step for the WD is continued progress on satisfying permitting requirements as outlined in the Appendix A (Reuse Pipeline Permit Plan) of the Phase 1 Preliminary Design Evaluation (2019) that include support and concurrences from several federal, state, and local agencies. Upon approval of this PSA, the WD intends to negotiate task orders for engineering support on these critical actions.

ACTION REQUESTED

Staff requests approval of Amendment No. 1 to PSA #19-0234 with Carollo Engineers On Call Engineering Services for Capital Improvements and Priority Projects. The request for funding of $250,000 plus gross receipts tax (GRT) was budgeted as part of the FY2021 Water Division CIP Request and will be available in Business Unit/Line Item 5050395.572960.

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0234

AMENDMENT No.1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated March 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Carollo Engineers, Inc. (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, Contractor has agreed to provide engineering services as outlined in the original Agreement for 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. SCOPE OF SERVICES:

Article 1, of the Agreement is amended to include Exhibit "B" attached hereto and incorporated within.

2. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the amount of compensation by a total of two hundred fifty thousand dollars ($250,000.) plus gross receipts tax, so that Article 2, paragraph A reads in its entirety as follows:

> A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the per hour rates outlined in Exhibit "A" attached hereto, such compensation not to exceed six hundred thirty five thousand dollars ($635,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling fifty three thousand five hundred seventy eight dollars and thirteen cents ($53,578.13) 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 six hundred eighty eight thousand five hundred seventy eight dollars and thirteen cents ($688,578.13). 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.

3. TERM.

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

This Agreement shall terminate on June 30, 2021, unless terminated pursuant to Paragraph 4, infra.

4. 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:

By:_____
ALAN WEBBER, MAYOR

Date: _____

CONTRACTOR:
Carollo Engineers, Inc.

_____
NAME

_____
TITLE

Date:_____

NM Taxation & Revenue
CRS # 03-162628-00-9
City of Santa Fe Business
Registration #

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 26, 2020 14:41 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

5050395.572960
Business Unit/Line Item

SCOPE OF SERVICES & PROJECT REQUIREMENTS

I. BACKGROUND

The City of Santa Fe (the "City") Water Division's primary mission is to provide a safe, reliable, and sustainable water supply for its customers. The City manages four sources of water supply derived from surface water (Santa Fe River and Rio Grande via the Buckman Direct Diversion) and groundwater (City and Buckman well fields) sources. The City also utilizes reclaimed wastewater and water conservation programs to reduce demand on these sources. Details on the City's water supply portfolio, current production records, future projected demands, and framework of its distribution system are presented in the Water Transmission and Storage System Master Plan (2009), Long-Range Water Supply Plan (2008), and Annual Water Report (2017).

II. PROFESSIONAL SERVICES

In general, the Engineering Firm shall perform professional engineering services on an as-needed basis as directed by the City's representative, primarily assigned Project Manager. The Engineering Firm shall have demonstrated expertise and experience in the areas of water supply, water resource management, planning and modeling, water distribution and storage, water quality, water system improvements, and well field operations. Engineering services shall meet the applicable requirements of the City and accepted industry standards and practices. The scope of work for any one project may involve some or all phases of project development and implementation which may include, but not limited to, the following:

I. Technical water resources engineering and feasibility studies,
II. Preliminary engineering services for design and construction,
III. General engineering services for:
    i. Capital Improvements,
    ii. Repair and rehabilitation related assessments,
    iii. Upgrades and improvements,
    iv. Design support, preparation of design specifications, and procurement support for CIP
IV. Water resources studies for:
    i. Supply and demand management
    ii. Well field sustainability analyses
    iii. Water budget and geohydrologic modeling analyses
    iv. Permitting
V. Permit related activities, compliance and litigation support,
VI. Water utility management support for:
    i. Asset management
    ii. Water loss audit
    iii. Federal and State funding applications

➢ Technical Water Resources Engineering and Feasibility Studies

The types of services anticipated under this category shall include, at a minimum, the following:

- Perform water quantity and water quality evaluations related to water supply operations related to source water derived from reservoirs and production wells, recycled wastewater reuse, aquifer storage and recovery, and water treatment processes.

- Perform technical and system optimization studies for various water system operations related to sustainable water production, well field management, water distribution and storage, energy usage, surface and groundwater interaction, water budgets and related geohydrologic analyses.

- Production well design, construction, testing and sustainable operations. Water quality and treatment, blending and distribution.

- Perform feasibility studies for new and/or alternative water sources, aquifer storage and recovery, wastewater reuse, water treatment systems and engineering services in support of capital improvement projects including process technical evaluations; site layouts; design and process requirements; distribution and storage, booster pumps, energy efficiency; and capital and O&M costs.

➢ Preliminary Engineering Services for Design and Construction

The types of services anticipated under this category shall include, at a minimum, the following:

- Prepare engineering details and calculations as needed for water supply, water transmission and water storage improvement projects.

- Prepare preliminary drawings, and estimates of probable cost, including capital costs, annual operation and maintenance cost, lifecycle cost for any range of system improvement alternative(s). Present alternatives and cost structure and provide recommendations and analyses of each alternative.

- Evaluate the design concept for constructability and practicality for construction phase and maintenance of water system improvements.

- Develop a design and construction schedule.

➢ General Engineering

The types of services anticipated under this category shall include, at a minimum, the

following:

- Development of engineering design drawings and specifications for capital improvement projects, and/or rehabilitation and replacement projects.

- Perform necessary field investigations and coordinate with regulatory agencies and other stakeholders to verify design and construction assumptions and constraints.

- Address right of way and easement issues.

- Prepare engineering designs, calculations, plans, specifications, cost estimates and contract bidding documents. Engineering plans and construction documents will include preliminary engineering, sixty percent (60%), ninety percent (90%), and final engineering, or as specified by a given task order.

- Updates and revisions to the water distribution and storage master plan, as-needed.

- Improvements to distribution system network, pressure zone management, well systems, booster pump station, piping valves, junctures and storage tank improvements. Water system design and operations, water demand analyses, system utilization, operation and reliability

:

➢ **Water Resources Studies**

The types of services anticipated under this category shall include, at a minimum, the following:

- Hydrologic and hydrogeological services as they pertain to water resource management, source protection, water resource management, permit compliance, water system, production, distribution and storage improvements.

- Water budget analyses, water level monitoring, stream gaging and seepage studies, surface and groundwater interaction, and evapotranspiration calculations in support of water resource management studies.

- Long range water supply plan (LRWSP) updates, drought management, new source of supply evaluations, system resiliency, supply and demand forecasting using decision analysis tool (WaterMAPS). Develop 5-, 10- and 20-year long range supply and demand forecasts and integrates result with LRWSP, T&D Master Plan, WaterMAPS decision tool, waste water reuse and conservation plans.
- Groundwater modeling in support of aquifer sustainability and safe yield estimates, groundwater pumping offset calculations, aquifer characteristic evaluations, and supply optimization evaluations. Predictive simulation of

groundwater flow, model development and calibration and model validation with emphasis on Espanola Basin model(s).

- Well design, well efficiency, well permitting, specific capacity and aquifer testing, sustainable well yield assessment, well redevelopment, well construction and repair, well permitting, well siting.

- Water supply prioritization, economics, availability and resiliency, and water supply infrastructure.

➢ Permit Related Activities, Compliance and Litigation Support

The types of services anticipated under this category shall include, at a minimum, the following:

- Surface and groundwater water right permitting and applications.

- Inter-state compact compliance, permitting and accounting.

- Appropriation of surface water, groundwater administration, active water resource administration, and general water rights.

- Return flow credits, aquifer storage and recovery, reclaimed water reuse, discharge permitting and water quality compliance.

➢ Water Utility Management

The types of services anticipated under this category shall include, at a minimum, the following:

- Asset management plan support including financial planning, life cycle evaluation, water accounting, capital improvements, risk assessments, asset inventory and data management.

- Water loss control program support to support water audit evaluations, conduct water audit intervention processes, and implement performance indicator evaluations.

- Support City pursuit of federal and state grant funding applications.

- Geographic information system (GIS) support, field surveying and mapping, graphical illustrations and reporting support.

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 Carollo Engineers Inc.

3 Complete information requested ☑ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $325,000.00

Termination Date: June 30, 2020

☑ Approved by Council Date: March 27, 2019

☐ or by City Manager Date:

Contract is for: Original Contract for on call engineering Water and WWMD

Amendment # 1 to the Original Contract# 19-0234

Increase/(Decrease) Amount $ $250,000.00

Extend Termination Date to: June 30, 2021

☑ Approved by Council Pending

☐ or by City Manager Date:

Amendment is for: Increase for FY 20/21

---

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

Amount $ 385,000.00 of original Contract# pending Termination Date: 6/30/2020

Reason: Original Contract WWMD $50,000; Water $275,000; Water Conservation $60,000

Amount $ 250,000.00 amendment 1 Termination Date: 6/30/2021

Reason: Increase comp for FY 20/21

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ $635,000.00

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

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

RFP# 19/16/P Date: November 9, 2018

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

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

Fran Dunaway Jun 26, 2020 15:35 MDT

Purchasing Officer Review

Comments or Exceptions: _____

7 **Funding Source:** Water CIP and WWMD **BU/Line Item:** 5050395.572960

Alexis Lotero
Alexis Lotero (Jun 26, 2020 14:37 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:

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CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: Carollo Engineering

Procurement Title: On Call Engineering Services

Solicitation RFP#: 19/16/P

Department Requesting/Staff Member PUD - William Schneider

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: _____

William Schneider, Water Resources
Department Rep Printed Name and Title

wlschneider
wlschneider (May 28, 2020 08:48 MDT)
Department Rep Signature attesting that all information included

Fran Dunaway (Jun 26, 2020 15:35 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

William Schneider, Water Resources

Department Rep Printed Name and Title

wlschneider

wlschneider (May 28, 2020 08:48 MDT)

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:	public utilities
Division Name:	water	Division Name:	water

Financial Information

Amount Requested:	$250,000	Munis Fund Number:	505
Vendor Name:	Carollo Engineers	Munis Org Number:	5050395
Approved by Director?	Yes	Munis Object Code:	572960

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 City's WD entered into a PSA with Carollo for engineering services via competively bid request for proposal (RFP) for hydro services (RFP '19/16/P) that was awarded as PSA #19-0234. The services are recurring and required to ensure the WD will continue to have safe, sufficient and sustainable water supply.

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 has utilized this contract to develop improvements in water treatment, water quality, and a more robust and sustainable water supply as required under Chapter 25. In addition, this contract is utilized to meet local, state, and federal permitting requirements for existing and future water rights.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.
The City staff does maintain baseline engineering, water resources and permitting expertise but numerous activities and requirements completed under this contract utilize specialized engineering and permitting capabilities and technical expertise necessary to ensure the WD is compliant with numerous obligations to provide safe and sustainable drinking water supply.

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.
Yes. These services are necessary for the City to comply with its regulatory and legal requirements for its water supply. The water treatment, water system deliveries, water rights permitting and technical considerations for satisfying permit conditions and obligations. The WD staff does not have all the required technical resources to provide this expertise without supplemental engineering support taht are achieved under this contract.

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?
The Water Division is seeking and utilizes several outside funding sources, the engineering services are funded through the capital improvement program (CIP).

Erin Dunaway (Jun 26, 2020 15:35 MDT)	Alexis Lotero (Jun 26, 2020 14:37 MDT)	
Procurement Office Signature	Budget Office Signature	Finance Director Signature

CERTIFICATE OF LIABILITY INSURANCE

7/4/2020

DATE (MM/DD/YYYY): 5/22/2020

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Continental Insurance Company	35289
INSURER B : American Casualty Company of Reading, PA	20427
INSURER C : Valley Forge Insurance Company	20508
INSURER D : Continental Casualty Company	20443
INSURER E : National Fire Insurance Co of Hartford	20478
INSURER F :	

INSURED
1472595
CAROLLO ENGINEERS, INC.
2795 MITCHELL DR.
WALNUT CREEK CA 94598-1601

COVERAGES **CERTIFICATE NUMBER:** 16764870 **REVISION NUMBER:** XXXXXXX

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 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	6050490317	12/31/2019	12/31/2020	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 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
E	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	6050490267	12/31/2019	12/31/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) DED: COMP/COLL	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ 1,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	CUE 6050490303	12/31/2019	12/31/2020	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $ XXXXXXX
B C	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	Y	WC 6050490270 WC 6050490298	12/31/2019 12/31/2019	12/31/2020 12/31/2020	X PER STATUTE X 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
D	PROFESSIONAL LIABILITY UNLIMITED PRIOR ACTS	N	N	AEH 288354410	7/4/2019	7/4/2020	EACH CLAIM: $1,000,000; AGGREGATE: $1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: PROJECT #11495A.00; ON-CALL ENGINEERING SERVICES. THE CITY OF SANTA FE IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AUTO LIABILITY, AND UMBRELLA/EXCESS LIABILITY. THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY, EXCESS/UMBRELLA LIABILITY, AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY, WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT. THIRTY (30) DAYS NOTICE OF CANCELLATION BY THE INSURER WILL BE PROVIDED TO THE CERTIFICATE HOLDER, TEN (10) DAYS NOTICE IN THE EVENT OF NONPAYMENT OF PREMIUM.

CERTIFICATE HOLDER

16764870
CITY OF SANTA FE
ATTN: WATER DIVISION DIRECTOR
801 W. 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

Joseph M Agnello

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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: CAROLLO ENGINEERS INC
DBA: CAROLLO ENGINEERS INC

Business Location: SF COUNTY
NM

Owner:

License Number: 117760

Issued Date: March 04, 2020

Expiration Date: December 31, 2020

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: $10.00

CAROLLO ENGINEERS INC
4600 E WASHINGTON STE 500
PHOENIZ, AZ 85034

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

Signature:

Email: jdroach@santafenm.gov

Signature: Shannon Jones
Shannon Jones (May 28, 2020 08:52 MDT)

Email: swjones@santafenm.gov

Signature:

Email:

ITEM # 19-0234

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 **Carollo Engineers** 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 On-Call Engineering Services for the City as follows and:

1) Technical water resources engineering and feasibility studies,
2) Preliminary engineering services for design and construction,
3) General engineering services for:
   a. Capital Improvements,
   b. Repair and rehabilitation related assessments,
   c. Upgrades and improvements,
   d. Design support, preparation of design specifications, and procurement support for CIP
4) Water resources studies for:
   a. Supply and demand management
   b. Well field sustainability analyses
   c. Water budget and geohydrologic modeling analyses
   d. Permitting
5) Permit related activities, compliance and litigation support,
6) Water utility management support for:
   a. Asset management
   b. Water loss audit
   c. Federal and State funding applications

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the per hour rates outlined in Exhibit "A" attached hereto, such compensation not to exceed three hundred eighty five thousand dollars ($385,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling thirty two thousand four hundred eighty four dollars and thirty eight cents ($32,484.38) 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 four hundred seventeen thousand four hundred eighty four dollars and thirty eight cents ($417,484.38). 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 City 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 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. 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 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. 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, except Workers Compensation.

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.

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, to the extent 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. The Contractor shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to the City or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, the Contractor shall not be responsible for acts and decisions of third parties, including governmental agencies, other than the Contractor's sub-engineers, that impact project completion and/or success.

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:
John Rehring, P.E.
Carollo Engineers
390 Interlocken Crescent, Suite 800
Broomfield, CO 80021

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.

27. **Standard of Care.**

The Contractor shall perform the services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of New Mexico.

28. **City-Provided Information and Services.**

The City shall furnish the Contractor available studies, reports and other data pertinent to the Contractor's services; obtain or authorize the Contractor to obtain or provide additional reports and data as required; furnish to the Contractor services of others required for the performance of the Contractor's services hereunder, and the Contractor shall be entitled to use and rely upon all such information and services provided by the City or others in performing the Contractor's services under this Agreement.

29. **Third Parties.**

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.

30. **Document Use and Reuse.**

Documents, including drawings and specifications, prepared by the Contractor pursuant to this Agreement are not intended or represented to be suitable for reuse by the City or others for this Project or on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by the Contractor for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Contractor. The Contractor's instruments of service hereunder are the printed hard copy drawings and specifications issued for the Project, whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the City, the Contractor shall furnish to the City both printed hard copies and electronic media. In the event of a conflict in their content, the printed hard copies shall take precedence over the electronic media. Because data stored in electronic media form can be altered, inadvertently, it is agreed that the City shall hold the Contractor harmless from liability arising out of changes or modifications to the Contractor's data in electronic media form in the City's possession or released to others by the City.

31. **Access.**

The City shall arrange for access to and make all provisions for the Contractor to enter upon public and private property as required for the Contractor to perform services hereunder.

32. **Estimates and Projections.**

The Contractor has no control over the cost of labor, materials, equipment or services furnished by others, over the incoming water or wastewater quality and/or quantity, or over the way City's plant and/or associated processes are operated and/or maintained. Data projections and estimates are based on the Contractor's opinion based on experience and judgment. The Contractor cannot and does not guarantee that actual costs and/or quantities realized will not vary from the data projections and estimates prepared by the Contractor and the Contractor will not be liable to and/or indemnify the City and/or any third party related to any inconsistencies between the Contractor's data projections and estimates and actual costs and/or quantities realized by the City and/or any third party in the future.

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: 4/1/19

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK
CC mtg. 3/27/2019

APPROVED AS TO FORM:

2/12
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52456.510320; 52354.572960
Business Unit Line Item

CONTRACTOR:
Carollo Engineers

NAME AND TITLE
JOHN REHRING
VICE PRESIDENT
Becky Lane
Vice President

DATE: 4.9.19 4-9-19
CRS# 03-162628-00-9
Registration # 19-00117760

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 07/20/2020
FOR CITY COUNCIL MEETING OF 07/29/20

ISSUE:

d) Request Approval of Amendment #1 – Hazen & Sawyer FY 20/21 On-Call Engineering in the Amount of $250,000 plus NMGRT (Bill Schneider, Water Resource Coordinator, Public Utilities, whschneider@santafenm.gov 955-4203)

FINANCE COMMITTEE ACTION:
Motion made to postpone items b,c,d,e until 7/29 at Council. The item to be placed on discussion.

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS-attachments were not able to be opened by Cnlrs. Cassutt-Sanchez and Renee Villarreal

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. 7K

Request Approval of Amendment #1 – Hazen & Sawyer FY 20/21 On-Call Engineering in the Amount of $250,000 plus NMGRT (Bill Schneider, Water Resource Coordinator, Public Utilities, whschneider@santafenm.gov, 955-4203)

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: May 20, 2020

To: Public Utilities/Public Works Committee, Finance Committee and City Council

Via: Shannon Jones, Public Utilities Director SJ
Jesse Roach, Water Division Director JR

From: Bill Schneider, Water Resources Coordinator WHS

RE: Amendment No. 1 to Professional Services Agreement (PSA) 19-0235 with HAZEN for $250,000 plus GRT to provide On Call Engineering Services for Capital Improvement and Priority Projects

ITEM AND ISSUE

The City of Santa Fe's (City) Water Division (WD) is requesting to amend the PSA 19-0235 with HAZEN to provide continued On Call Engineering services for Capital Improvements and Priority Projects.

BACKGROUND AND SUMMARY

The City's WD entered into a PSA with HAZEN for on call engineering services via competitively bid request for proposal (RFP) for Engineering Services (RFP '19/16/P) that was awarded as PSA #19-0235. The WD has utilized this contract to provide engineering and technical services to quantify hydrologic accounting for water reuse alternatives, support public engagement activities, streamline integration of WD billing database and water use estimations for water and wastewater, environmental permitting support on NEPA meetings with federal agencies, drainage analyses at hospital tank, and hydraulic modeling support.

This PSA will be utilized in FY20-21 to provide continued engineering support for capital improvement and priority projects that include federally mandated risk assessment and emergency response planning, water supply demand calculations, community engagement and public outreach, drainage and runoff engineering, integration of billing, SCADA and reporting, water resources accounting and modeling, permitting. Upon approval of this PSA, the WD intends to negotiate task orders for engineering support on these critical actions.

The WD is working on a memorandum of understanding (MOU) with the US Bureau of Reclamation (MOU) to define the scope and terms of a grant awarded to the City to complete water resources planning and water management model development under climate change impacts. The WD will bring the MOU to the governing body for approval this summer and request for an Amendment to this PSA to complete the modeling portion of the grant as required for the City's 50-50 cost share with USBR. The resource and cost share obligations are being developed as part of the MOU.

ACTION REQUESTED

Staff requests approval of Amendment No. 1 to PSA #19-0235 with HAZEN for On Call Engineering Services for Capital Improvements and Priority Projects. The request for funding of $250,000 plus gross receipts tax (GRT) was budgeted as part of the FY2021 Water Division CIP Request and will be available in Business Unit/Line Item 5050395.572960.

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0235

AMENDMENT No.1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated March 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Hazen and Sawyer (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, Contractor has agreed to provide engineering services as outlined in the original Agreement for 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. SCOPE OF SERVICES:

Article 1, of the Agreement is amended to include Exhibit "B" attached hereto and incorporated within.

2. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the amount of compensation by a total of two hundred fifty thousand dollars ($250,000.) plus gross receipts tax, so that Article 2, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the per hour rates outlined in Exhibit "A", such compensation not to exceed seven hundred thousand dollars ($700,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling fifty nine thousand sixty two dollars and fifty cents ($59,062.50) 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 seven hundred fifty nine thousand sixty two dollars and fifty cents ($759,062.5). 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.**

3. TERM.

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

This Agreement shall terminate on June 30, 2021, unless terminated pursuant to Paragraph 4, infra.

4. 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:

By:_____
ALAN WEBBER, MAYOR

Date: _____

CONTRACTOR:
Hazen and Sawyer

_____
NAME

_____
TITLE

Date:_____

NM Taxation & Revenue
CRS # 03-405247-00-0
City of Santa Fe Business
Registration # 224218

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 27, 2020 16:13 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

5050395.572960
Business Unit/Line Item

EXHIBIT ''B''

SCOPE OF SERVICES & PROJECT REQUIREMENTS

I. BACKGROUND

The City of Santa Fe (the "City") Water Division's primary mission is to provide a safe, reliable, and sustainable water supply for its customers. The City manages four sources of water supply derived from surface water (Santa Fe River and Rio Grande via the Buckman Direct Diversion) and groundwater (City and Buckman well fields) sources. The City also utilizes reclaimed wastewater and water conservation programs to reduce demand on these sources. Details on the City's water supply portfolio, current production records, future projected demands, and framework of its distribution system are presented in the Water Transmission and Storage System Master Plan (2009), Long-Range Water Supply Plan (2008), and Annual Water Report (2017).

II. PROFESSIONAL SERVICES

In general, the Engineering Firm shall perform professional engineering services on an as-needed basis as directed by the City's representative, primarily assigned Project Manager. The Engineering Firm shall have demonstrated expertise and experience in the areas of water supply, water resource management, planning and modeling, water distribution and storage, water quality, water system improvements, and well field operations. Engineering services shall meet the applicable requirements of the City and accepted industry standards and practices. The scope of work for any one project may involve some or all phases of project development and implementation which may include, but not limited to, the following:

I. Technical water resources engineering and feasibility studies,
II. Preliminary engineering services for design and construction,
III. General engineering services for:
    i. Capital Improvements,
    ii. Repair and rehabilitation related assessments,
    iii. Upgrades and improvements,
    iv. Design support, preparation of design specifications, and procurement support for CIP
IV. Water resources studies for:
    i. Supply and demand management
    ii. Well field sustainability analyses
    iii. Water budget and geohydrologic modeling analyses
    iv. Permitting
V. Permit related activities, compliance and litigation support,
VI. Water utility management support for:
    i. Asset management
    ii. Water loss audit
    iii. Federal and State funding applications

➢ Technical Water Resources Engineering and Feasibility Studies

The types of services anticipated under this category shall include, at a minimum, the following:

- Perform water quantity and water quality evaluations related to water supply operations related to source water derived from reservoirs and production wells, recycled wastewater reuse, aquifer storage and recovery, and water treatment processes.

- Perform technical and system optimization studies for various water system operations related to sustainable water production, well field management, water distribution and storage, energy usage, surface and groundwater interaction, water budgets and related geohydrologic analyses.

- Production well design, construction, testing and sustainable operations. Water quality and treatment, blending and distribution.

- Perform feasibility studies for new and/or alternative water sources, aquifer storage and recovery, wastewater reuse, water treatment systems and engineering services in support of capital improvement projects including process technical evaluations; site layouts; design and process requirements; distribution and storage, booster pumps, energy efficiency; and capital and O&M costs.

➢ Preliminary Engineering Services for Design and Construction

The types of services anticipated under this category shall include, at a minimum, the following:

- Prepare engineering details and calculations as needed for water supply, water transmission and water storage improvement projects.

- Prepare preliminary drawings, and estimates of probable cost, including capital costs, annual operation and maintenance cost, lifecycle cost for any range of system improvement alternative(s). Present alternatives and cost structure and provide recommendations and analyses of each alternative.

- Evaluate the design concept for constructability and practicality for construction phase and maintenance of water system improvements.

- Develop a design and construction schedule.

➢ General Engineering

The types of services anticipated under this category shall include, at a minimum, the following:

- Development of engineering design drawings and specifications for capital improvement projects, and/or rehabilitation and replacement projects.
- Perform necessary field investigations and coordinate with regulatory agencies and other stakeholders to verify design and construction assumptions and constraints.
- Address right of way and easement issues.
- Prepare engineering designs, calculations, plans, specifications, cost estimates and contract bidding documents. Engineering plans and construction documents will include preliminary engineering, sixty percent (60%), ninety percent (90%), and final engineering, or as specified by a given task order.
- Updates and revisions to the water distribution and storage master plan, as- needed.
- Improvements to distribution system network, pressure zone management, well systems, booster pump station, piping valves, junctures and storage tank improvements. Water system design and operations, water demand analyses, system utilization, operation and reliability

:

➢ Water Resources Studies

The types of services anticipated under this category shall include, at a minimum, the following:

- Hydrologic and hydrogeological services as they pertain to water resource management, source protection, water resource management, permit compliance, water system, production, distribution and storage improvements.
- Water budget analyses, water level monitoring, stream gaging and seepage studies, surface and groundwater interaction, and evapotranspiration calculations in support of water resource management studies.
- Long range water supply plan (LRWSP) updates, drought management, new source of supply evaluations, system resiliency, supply and demand forecasting using decision analysis tool (WaterMAPS). Develop 5-, 10- and 20-year long range supply and demand forecasts and integrates result with LRWSP, T&D Master Plan, WaterMAPS decision tool, waste water reuse and conservation plans.

- Groundwater modeling in support of aquifer sustainability and safe yield estimates, groundwater pumping offset calculations, aquifer characteristic evaluations, and supply optimization evaluations. Predictive simulation of groundwater flow, model development and calibration and model validation with emphasis on Espanola Basin model(s).

- Well design, well efficiency, well permitting, specific capacity and aquifer testing, sustainable well yield assessment, well redevelopment, well construction and repair, well permitting, well siting.

- Water supply prioritization, economics, availability and resiliency, and water supply infrastructure.

➢ Permit Related Activities, Compliance and Litigation Support

The types of services anticipated under this category shall include, at a minimum, the following:

- Surface and groundwater water right permitting and applications.

- Inter-state compact compliance, permitting and accounting.

- Appropriation of surface water, groundwater administration, active water resource administration, and general water rights.

- Return flow credits, aquifer storage and recovery, reclaimed water reuse, discharge permitting and water quality compliance.

➢ Water Utility Management

The types of services anticipated under this category shall include, at a minimum, the following:

- Asset management plan support including financial planning, life cycle evaluation, water accounting, capital improvements, risk assessments, asset inventory and data management.

- Water loss control program support to support water audit evaluations, conduct water audit intervention processes, and implement performance indicator evaluations.

- Support City pursuit of federal and state grant funding applications.

- Geographic information system (GIS) support, field surveying and mapping, graphical illustrations and reporting support.

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 Hazen Sawyer

3 Complete information requested ☑ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $450,000.00

Termination Date: June 30, 2020

☑ Approved by Council Date: pending

☐ or by City Manager Date:

Contract is for: Original On Call Contract

Amendment # 1 to the Original Contract# 19-0235

Increase/(Decrease) Amount $ $250,000.00

Extend Termination Date to: June 30, 2021

☑ Approved by Council pending

☐ or by City Manager Date:

Amendment is for: Increase comp and term for FY 20/21

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

Amount $ 450,000.00 of original Contract# 19-0235 Termination Date: 6/30/2020
Reason: Original Contract

Amount $ 250,000.00 amendment 1 Termination Date: 6/30/2021
Reason: increase comp and term for FY 20/21

Amount $ _____ amendment # _____ Termination Date: _____
Reasc _____

Amount $ _____ amendment # _____ Termination Date: _____
Reason: _____

Total of Original Contract plus all amendments: $ $700,000.00

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

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

RFP# 19/16/P Date: November 9, 2018

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

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

Fran Dunaway 06/26/20
Fran Dunaway (Jun 26, 2020 15:36 MDT)

Purchasing Officer Review

Comments or Exceptions: _____

7 **Funding Source:** Water CIP Fund **BU/Line Item:** 5050395.572960

Alexis Lotero
Alexis Lotero (Jun 26, 2020 14:50 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 RFP PROCUREMENT CHECKLIST

Contractor Name: Hazen and Sawyer Engineering

Procurement Title: On Call Engineering Services

Solicitation RFP#: 19/16/P

Department Requesting/Staff Member PUD - William Schneider

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: _____

_____
Department Rep Printed Name and Title

whschneider
whschneider (May 28, 2020 10:10 MDT)
_____
Department Rep Signature attesting that all information included

Fran Dunaway Jun 26, 2020 15:36 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

whschneider

Department Rep Printed Name and Title

whschneider
whschneider (May 28, 2020 10:10 MDT)

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:	public utilities
Division Name:	water	Division Name:	water

Financial Information

Amount Requested:	$250,000	Munis Fund Number:	505
Vendor Name:	HAZEN	Munis Org Number:	5050395
Approved by Director?	Yes Shannon Jones Shannon Jones (May 28, 2020 11:56 MDT)	Munis Object Code:	572960

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 City's WD entered into a PSA with Hazen for engineering services via competively bid request for proposal (RFP) for hydro services (RFP '19/16/P) that was awarded as PSA #19-0235. The services are recurring and required to ensure the WD will continue to have safe, sufficient and sustainable water supply.

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 has utilized this contract to develop improvements in water supply and planning, water resources management, hydraulic modeling and drainage engineering, public outreach and other water engineering obligations required under Chapter 25. In addition, this contract is utilized to meet local, state, and federal permitting requirements for existing and future water rights and water supply management.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.
The City staff does maintain baseline engineering, water resources and permitting expertise but numerous activities and requirements completed under this contract utilize specialized engineering and permitting capabilities and technical expertise necessary to ensure the WD is compliant with numerous technical and permitting obligations to provide safe and sustainable drinking water supply.

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.
Yes. These services are necessary for the City to comply with its regulatory and legal requirements for its water supply. The water treatment, water system deliveries, water rights permitting and technical considerations for satisfying permit conditions and improvement obligations. The WD staff does not have the specialized engineering and technical resources to provide this expertise without supplemental support achieved under this contract.

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?
While the Water Division is seeking and utilizes several outside funding sourcesThe WD is seeking funding from Federal Agencies and the services performed under this contract can be used as a required match of funding.

Fran Dunaway Jun 26, 2020 15:36 MDT)	Alexis Lotero Alexis Lotero (Jun 26, 2020 14:50 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: HAZEN AND SAWYER DPC
DBA: HAZEN AND SAWYER DPC

Business Location: SF COUNTY
NM

CRS Number: 03405247000

Owner:

License Number: 224218

License Type: Business License - Renewable

Issued Date: January 22, 2020

Classification: Out of Jurisdiction Business License

Expiration Date: December 31, 2020

Fees Paid: $10.00

HAZEN AND SAWYER DPC
498 7TH AVE 11TH FL
NEW YORK CITY, NY 10018

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

HAZE&SA-01 KGODWIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/25/2020

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 Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME: PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279 E-MAIL ADDRESS: admin@amesgough.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Company A+ (XV)	19682
INSURER B : Hartford Casualty Insurance Company A+ (XV)	29424
INSURER C : Twin City Fire Insurance Company A+ (XV)	29459
INSURER D : Continental Casualty Company (CNA) A, XV	20443
INSURER E :	
INSURER F :	

INSURED
Hazen and Sawyer
498 Seventh Avenue
New York, NY 10018

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 Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	X	X	42UUNBH8062	3/29/2020	3/29/2021	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 X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			42UENBH7997	3/29/2020	3/29/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp./Coll. Ded	$ 2,000,000 $ $ $ $ 1,000
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	42WBAD0SYE	3/29/2020	3/29/2021	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
D	Professional Liab.			AEH008231489	3/29/2020	3/29/2021	Per Claim/Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RFP '19/16/P – On-call Engineering Services for Water System Capital Improvements Program

The City of Santa Fe is included as additional insured with respect to General Liability when required by written contract. General Liability is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability and Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.

CERTIFICATE HOLDER

City of Santa Fe
2651 Siringo Road
Building "H"
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

Dan Krusé

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION THAT YOU HAVE AGREED TO NAME AS AN ADDITIONAL INSURED IN A WRITTEN CONTRACT OR AGREEMENT PROVIDED THAT THE INJURY OR DAMAGE OCCURS SUBSEQUENT TO THE EXECUTION OF THE CONTRACT OR AGREEMENT. A PERSON OR ORGANIZATION IS INCLUDED AS AN ADDITIONAL INSURED UNDER THIS ENDORSEMENT ONLY FOR THAT TIME PERIOD REQUIRED BY THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

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.

B. 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:

1. Required by the contract or agreement; or
2. 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.

 © Insurance Services Office, Inc., 2012

Signature:

Email: jdroach@santafenm.gov

Signature:

Email: mtmccoy@ci.santa-fe.nm.us

ITEM # 19-0235

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 **Hazen and Sawyer,** 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 On-Call Engineering Services for the City as follows and as described in Exhibit "A" attached hereto and incorporated herein:

1) Technical water resources engineering and feasibility studies,
2) Preliminary engineering services for design and construction,
3) General engineering services for:
   a. Capital Improvements,
   b. Repair and rehabilitation related assessments,
   c. Upgrades and improvements,
   d. Design support, preparation of design specifications, and procurement support for CIP
4) Water resources studies for:
   a. Supply and demand management
   b. Well field sustainability analyses
   c. Water budget and geohydrologic modeling analyses
   d. Permitting
5) Permit related activities, compliance and litigation support,
6) Water utility management support for:
   a. Asset management
   b. Water loss audit
   c. Federal and State funding applications

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at The City shall pay to the Contractor in full payment for services satisfactorily performed at the per hour rates outlined in Exhibit "A" attached hereto, such compensation not to exceed four hundred fifty thousand dollars ($450,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling thirty seven thousand nine hundred sixty eight dollars and seventy five cents ($37,968.75) 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 four hundred eighty seven thousand nine hundred sixty eight dollars and seventy five cents ($487,968.75). 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 City 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 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. 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 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. 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. 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.

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 which arise out of the performance of this Agreement, caused by the negligent 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.

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:
Greg Gates, P.E.
Hazen Sawyer
100 Sun Ave NE, Suite 650
Albuquerque, NM 87109

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: 4/1/19

CONTRACTOR:
Hazen Sawyer

NAME AND TITLE
GREG GATES, VICE PRESIDENT

DATE: 4/10/19
CRS# 03-405247-00-0
Registration # 19-00155538

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 3/27/2019

APPROVED AS TO FORM:

MDM 2/14
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

Mary McCoy
MARY MCCOY, FINANCE DIRECTOR

52354.572960
Business Unit Line Item

EXHIBIT "A"

1) **Technical Water Resources Engineering and Feasibility Studies**
The types of services anticipated under this category shall include, at a minimum, the following:

a. Perform water quantity and water quality evaluations related to water supply operations related to source water derived from reservoirs and production wells, recycled wastewater reuse, aquifer storage and recovery, and water treatment processes.

b. Perform technical and system optimization studies for various water system operations related to sustainable water production, well field management, water distribution and storage, energy usage, surface and groundwater interaction, water budgets and related geohydrologic analyses.

c. Production well design, construction, testing and sustainable operations. Water quality and treatment, blending and distribution.

d. Perform feasibility studies for new and/or alternative water sources, aquifer storage and recovery, wastewater reuse, water treatment systems and engineering services in support of capital improvement projects including process technical evaluations; site layouts; design and process requirements; distribution and storage, booster pumps, energy efficiency; and capital and O&M costs.

2) **Preliminary Engineering Services for Design and Construction**
The types of services anticipated under this category shall include, at a minimum, the following:

a. Prepare engineering details and calculations as needed for water supply, water transmission and water storage improvement projects.

b. Prepare preliminary drawings, and estimates of probable cost, including capital costs, annual operation and maintenance cost, lifecycle cost for any range of system improvement alternative(s). Present alternatives and cost structure and provide recommendations and analyses of each alternative.

c. Evaluate the design concept for constructability and practicality for construction phase and maintenance of water system improvements.

d. Develop a design and construction schedule.

3) **General Engineering**
The types of services anticipated under this category shall include, at a minimum, the following:

a. Development of engineering design drawings and specifications for capital improvement projects, and/or rehabilitation and replacement projects.

b. Perform necessary field investigations and coordinate with regulatory agencies and other stakeholders to verify design and construction assumptions and constraints.

c. Address right of way and easement issues.

d. Prepare engineering designs, calculations, plans, specifications, cost estimates and contract bidding documents. Engineering plans and construction documents will include preliminary engineering, sixty percent (60%), ninety percent (90%), and final engineering, or as specified by a given task order.

e. Updates and revisions to the water distribution and storage master plan, as-needed.

f. Improvements to distribution system network, pressure zone management, well systems, booster pump station, piping valves, junctures and storage tank improvements. Water system design and operations, water demand analyses, system utilization, operation and reliability.

4) Water Resources Studies

The types of services anticipated under this category shall include, at a minimum, the following:

a. Hydrologic and hydrogeological services as they pertain to water resource management, source protection, water resource management, permit compliance, water system, production, distribution and storage improvements.

b. Water budget analyses, water level monitoring, stream gaging and seepage studies, surface and groundwater interaction, and evapotranspiration calculations in support of water resource management studies.

c. Long range water supply plan (LRWSP) updates, drought management, new source of supply evaluations, system resiliency, supply and demand forecasting using decision analysis tool (WaterMAPS). Develop 5-, 10- and 20-year long range supply and demand forecasts and integrates result with LRWSP, T&D Master Plan, WaterMAPS decision tool, waste water reuse and conservation plans.

d. Groundwater modeling in support of aquifer sustainability and safe yield estimates, groundwater pumping offset calculations, aquifer characteristic evaluations, and supply optimization evaluations. Predictive simulation of groundwater flow, model development and calibration and model validation with emphasis on Espanola Basin model(s).

e. Well design, well efficiency, well permitting, specific capacity and aquifer testing, sustainable well yield assessment, well redevelopment, well construction and repair, well permitting, well siting.

f. Water supply prioritization, economics, availability and resiliency, and water supply infrastructure.

5) **Permit Related Activities, Compliance and Litigation Support**
The types of services anticipated under this category shall include, at a minimum, the following:

a. Surface and groundwater water right permitting and applications.

b. Inter-state compact compliance, permitting and accounting.

c. Appropriation of surface water, groundwater administration, active water resource administration, and general water rights.

d. Return flow credits, aquifer storage and recovery, reclaimed water reuse, discharge permitting and water quality compliance.

6) **Water Utility Management**
The types of services anticipated under this category shall include, at a minimum, the following:

a. Asset management plan support including financial planning, life cycle evaluation, water accounting, capital improvements, risk assessments, asset inventory and data management.

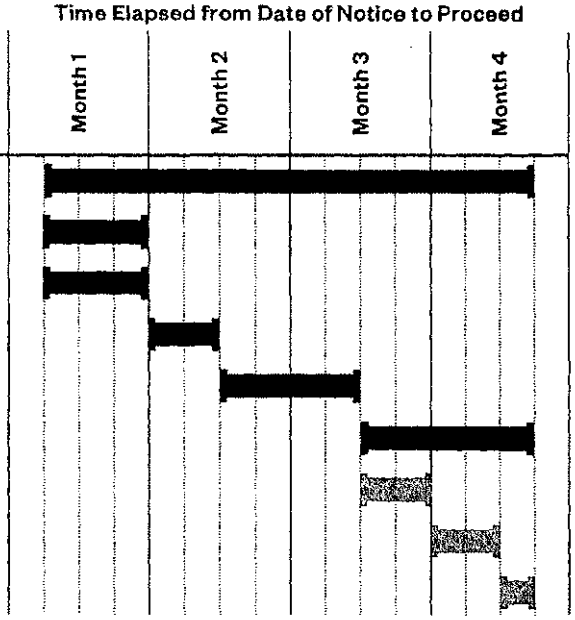
b. Water loss control program support to support water audit evaluations, conduct water audit intervention processes, and implement performance indicator evaluations.

c. Support City pursuit of federal and state grant funding applications.

d. Geographic information system (GIS) support, field surveying and mapping, graphical illustrations and reporting support.

Project Schedule

Task	Task Description	Duration, weeks
1	Project Management	14
2	Define Goals	2
3	Review and Refine Alternatives	3
4	Develop Evaluation Criteria	2
5	Evaluate Alternatives	4
6	Prepare Action Plan	5
	Draft Plan	2
	City Review	2
	Final Plan	1



Budget

Staff	Brad Reisinger	Wyatt Dressler	Clayton Ten Eyck	Steve Morrow	Daniel Gonzales	John Quinn Pate	Bryant Quam	Labor	Labor	Labor	Expenses	Total
Hourly Rate	$170	$170	$215	$130	$190	$215	$195	(Hazen)	(Molzen)	(Molzen +10%)		
Task 1: Preliminary Design	32	24	76	0	14	0		$9,520	$18,914	$20,805	$863	$31,178
Task 2: 30% Conceptual Design	36	18	210	25	14	4		$9,180	$51,989	$57,188	$1,835	$68,203
Task 3: 60% Preliminary Design	36	20	203	31	46	25		$9,520	$61,845	$68,030	$2,141	$79,690
Task 4: 90% Pre-Final Design	36	16	81	59	91	8		$8,840	$44,198	$48,618	$1,591	$59,049
Task 5: 100 % Final Design	18	8	10	3	4	1		$4,420	$3,570	$3,927	$240	$8,587
Task 6: Bid Phase	12	8	10	1	1	1		$3,400	$2,866	$3,142	$188	$6,729
Task 7: Construction Administration	50	20	266	25	108	14	511	$11,900	$183,603	$201,963	$5,865	$219,728
Total	**220**	**114**	**855**	**144**	**279**	**55**	**511**	**$56,780**	**$366,975**	**$403,673**	**$12,713**	**$473,165**

1012.043

Section J

Statement of Wages and Direct Costs

Compensation will be on a time and expense basis or lump sum as negotiated by task, with labor billed based on the hourly rate sheet presented below (exclusive of New Mexico Gross Receipts Tax [NMGRT]). Rates presented will be escalated annually on the contract date by 3 percent.

Category	Hourly Rate (Exclusive of NMGRT)
Vice President, Project Director	$310
Senior Associate	$260
Associate	$200
Senior Principal Engineer	$170
Principal Engineer	$160
Assistant Engineer	$120
Technician	$100

Subconsultant expenses will be billed at actual cost, plus 10 percent.

Expenses will be invoiced at actual cost or standard rates (e.g. standard mileage rate). Expenses will include travel or other similar costs incurred in performance of the work.

102.043

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 07/20/2020
FOR CITY COUNCIL MEETING OF 07/29/20

ISSUE:

e) Request Approval of Amendment #4 – John Shoemaker & Associates Inc. for FY 20/21 in the Amount of $197,560 plus NMGRT (Bill Schneider, Water Resource Coordinator, Public Utilities, whschneider@santafenm.gov, 955-4203)

FINANCE COMMITTEE ACTION:
Motion made to postpone items b,c,d,e until 7/29 at Council. The item to be placed on discussion.

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS-attachments were not able to be opened by Cnlrs. Cassutt-Sanchez and Renee Villarreal

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. 7L

Request Approval of Amendment #4 – John Shoemaker & Associates Inc. for FY 20/21 in the Amount of $197,560 plus NMGRT (Bill Schneider, Water Resource Coordinator, Public Utilities, whschneider@santafenm.gov, 955-4203)

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: May 20, 2020

To: Public Utilities/Public Works Committee, Finance Committee and City Council

Via: Shannon Jones, Public Utilities Director SJ
Jesse Roach, Water Division Director JR

From: Bill Schneider, Water Resources Coordinator WHS

RE: Amendment No. 4 to Professional Services Agreement (PSA) with John Shomaker and Associates (JSAI) for $197,560 plus GRT to provide Hydrogeologic Services for Water Right Acquisitions, Permits, and Compliance

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ITEM AND ISSUE

The City of Santa Fe's (City) Water Division (WD). The WD is requesting to amend the PSA with JSAI to provide continued hydrogeologic technical services to support required water rights, permitting, compliance and planning activities.

BACKGROUND AND SUMMARY

The City's WD entered into a PSA with JSAI for hydro services via competively bid request for proposal (RFP) for hydro **services (RFP '17/26/P) that was awarded as PSA #17**-0520. The City has utilized this contract to comply with City Chapter 25 Ordinance and New Mexico Office of the State Engineer (OSE) permit compliance requirements. The legal and regulatory requirements this contract supports is provided as Attachment A.

The WD utilizes the contract to work on the following:

- City Well Field permit and compliance monitoring and reporting
- Buckman Well Field permit and compliance monitoring reporting
- Santa Fe River monitoring for Santa Fe River releases for Living River and Acequia deliveries
- Hydrogeologic monitoring and accounting to support aquifer recharge management
- Hydro technical services to support return flow credit strategies **for City's San Juan Chama Project and** native Rio Grande and tributary water rights
- Dashboard development for Buckman Direct Diversion accounting
- Water rights acquisition due diligence support
- Water quality monitoring and wellhead protection
- Water Bank
- Aquifer management and sustainability
- Groundwater sampling, analysis and contaminant tracking

Upcoming FY20/21 technical hydro services anticipated to be completed under this Amendment No. 4 include all a**spects of the WD permit compliance requirements necessary to protect the City's wat**er rights portfolio and assets. **A summary of the City's water rights activities are presented at** https://www.santafenm.gov/water_rights

ACTION REQUESTED

Staff requests approval of Amendment No. 4 to PSA #17-0520 with JSAI for hydro technical services to ensure the WD will meet all obligations for its Water Right Acquisitions, Permits, and Compliance. The request for funding of $213,117.85 excluding gross receipts tax (GRT) was budgeted as part of the FY2021 Water Division CIP Request and will be available in Business Unit/Line Item 5050381.510300.

CITY OF SANTA FE
AMENDMENT No. 4 TO
PROFESSIONAL SERVICES AGREEMENT
#17-0520; 18-0751, 19-0118, 19-0645

AMENDMENT No. 4 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, Inc. (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 #17-0520, Contractor has agreed to provide Professional Services for the City of Santa Fe.

B. Pursuant to Article 18 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. SCOPE OF SERVICES

The Contractor shall provide professional services for the City as outlined in Exhibit "C" attached hereto.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total one hundred ninety seven thousand five hundred sixty dollars ($197,560) plus applicable gross receipts tax, as outlined in Exhibit "D" attached hereto, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one million eighty one thousand eight hundred thirty four dollars ($1,081,834) plus applicable gross receipts taxes, in total for the term of the Agreement.

2. TERM.

Article 5 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 terminate on June 30, 2021 unless terminated pursuant to Paragraph 6, infra.

3. 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. 4 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:
JSAI

_____
NAME & TITLE

Date:_____
CRS #:02-058266008
Business Registration #: 225084

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE
Marcos Martinez
Marcos Martinez (May 26, 2020 13:33 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR

5050381.510300
Business Unit/Line Item

Exhibit C FY2020-21

Scope of Work for John Shomaker and Associates, Inc.

Task 1: Buckman Well Field OSE Permit Compliance Support

The City of Santa Fe (City) is obligated to comply with monitoring and reporting requirements for operating water supply wells under the Buckman Well Field permits. *Buckman Well Field Water-Level Monitoring Program Response to Condition of Approval No. 5, Permit No. RG-20516-S-10 thru RG-20516-S-13, City of Santa Fe,* adopted by all parties and the District Court in 2007, this biennial report summarizes production and water-level data in the City of Santa Fe's Buckman Well Field, documents water-level data and trends for BMP wells, provides 10-year and 40-year drawdown projections for wells in the Buckman Well Field Monitoring Program area, and addresses Permit Conditions 6 and 7, which address whether wells of other ownership may go dry as a result of pumping Buckman Wells 10 through 13 (BW10-13) under permit RG-20516-S-10 through RG-20516-S-13.

SubTask A. Water Level Monitoring and Reporting
Contractor will provide an operation and maintenance plan for the Buckman Well Field. Continue with required data collection.

SubTask B. Buckman Well Field O&M plan
Develop pumping schedule that best fits project demand and results from water level monitoring program. Evaluate replacement well options for Buckman Wells 1 through 9.

SubTask C. Pumping Impacts and Analyses (Depletion Calculations)
Contractor will work with the New Mexico Office of the State Engineer (NMOSE) based upon the review comments of the last Buckman Well Field Monitoring Program biennial report.

Task 2: Northwest Well & City Well Field NMOSE Permit Compliance Support

The City will be obligated to comply with the monitoring and reporting requirements for operating water supply wells under the Northwest and City Well Field permit. Contractor will provide support for Northwest Well and City Well Field permit compliance through monitoring; developing databases; evaluating monitoring results; performing hydrogeologic analysis and interpretation of groundwater data and results; generating and interpreting groundwater-flow model results; preparing monitoring report(s) and communicating with NMOSE, on behalf of the City, as directed by the City.

SubTask A. Groundwater Monitoring and Reporting
The purpose of the monitoring plan and reporting in accordance with the Northwest Well Groundwater Monitoring Plan is to collect data to evaluate possible water-level declines in the area of the Northwest Well and the City Well Field. The data may also be used to help improve the simulation of groundwater flow and pumping in the area, and to simulate groundwater pumping in the area to evaluate the causes of possible

future water-level declines. Contractor will provide these services, as part of the monitoring plan and reporting.

Details of the monitoring plan and reporting are provided in Attachment 1: John Shomaker & Associates, Inc. Proposal in response to **RFP** #'17/26/P & Attachment 2: March 8, 2017 Meeting notes for Scope of Work and Budget for **RFP** #'17/26P.

SubTask B. Develop water-right permit compliance schedule

Also, emulating the Buckman Well Field Monitoring Program, the Contractor will develop a water right permit compliance schedule for the City Well Field and Northwest Well conditions of approval. The compliance schedule will help the Water Division streamline requirements for all groundwater permits while maintaining the compliance schedule.

SubTask C. Pumping Impacts Analyses (Depletion Calculations)

Also, emulating the Buckman Well Field Monitoring Program, the Contractor will provide annual evaluations of the hydrologic impacts caused by groundwater pumping on streamflows of the Rio Grande and key tributaries Rio Pojoaque- Nambe, Rio Tesuque, and La Cienega Springs shall be conducted. The analyses comprises the use of groundwater flow modeling using the OSE Administrative Model for the City of Santa Fe to predict the rate of streamflow depletions from each of the water supply wells (points of diversion) based on actual rates of pumping.

The Contractor evaluations will include a comparative analysis of the depletions for each river reach with the City's portfolio of surface water rights for the purpose of complying with permit requirements where the City needs to demonstrate that sufficient surface water rights are in place to offset pumping depletions.

Task 3: Santa Fe River Monitoring and Reporting

In 2016, the City initiated surface water monitoring on the Santa Fe River during the period of 'Living River' reservoir bypass flows in May, June, and July. The monitoring report was completed to comply with the requirements within the Administrative Procedures for the Santa Fe River Target Flow Ordinance and monitored streamflows at 7 stations. The monitoring further provided data to evaluate rates of targeted river flows during the annual bypass of flows below Nichols Reservoir, estimated river seepage to the underlying aquifer system, and quantified an overall water budget. The monitoring report concluded that additional monitoring was necessary to improve the understanding of groundwater and surface water interactions along the Santa Fe River as required by Ordinance 2012-10.

The Contractor will perform Santa Fe River monitoring and reporting in compliance with the requirements within the Administrative Procedures for the Santa Fe River Target Flow Ordinance and according to the recommendations of the 2018 Santa Fe River Monitoring Report.

SubTask A. Maintain surface water gaging stations

Maintain re-established automated measurement of streamflow at the existing staff gages below Nichols Reservoir and at St. Francis Drive. The streamflow measurement requirement within the Administrative Procedures for the Santa Fe

River Target Flow Ordinance will be fulfilled by maintaining pressure transducers at these staff gage locations and updating the rating curves as needed.

SubTask B. Monitoring of Living River bypass flows

The Contractor will conduct eight seepage runs during Living River bypass flows in 2020. These seepage runs would include measurement stations below Nichols Reservoir, at The Nature Conservancy's diversion gate, downstream of the return flow of Cerro Gordo, adjacent to Camino Pequeño upstream of Acequia Madre, below Acequia Madre (upstream of Patrick Smith Park), above St. Francis Drive (near the Boys & Girls Club), and at Ricardo Road, at a minimum, and would document the end-of-flow point. This will allow the City to update rating curves for the gages below Nichols Reservoir and at St. Francis Drive, update the seepage rate dataset, and update the relationship between flow below Nichols Reservoir and the end-of-flow point. These seepage run events should be accompanied by measurements of shallow water levels from the established monitoring network by the Contractor.

SubTask C. Install gaging station on Santa Fe River below Cerro Gordo Rd

The Contractor will install a newly-established gaging station below Cerro Gordo Road at the old Martinez Ditch headgate. Field reconnaissance will be performed by the Contractor, in coordination with City staff, to identify the new measurement station. The gaging station will include slight modification of the existing structure, installation of a stilling well with transducer, and development of rating curve.

SubTask D. Monthly transducer downloads

Contractor will download transducer data from the Living River monitoring network on a monthly basis, update the database and graphs, and provide summary of findings to Water Division.

SubTask E. Summary report for Living River year

Contractor will prepare a summary report of the Santa Fe River Monitoring results and will include recommendations for enhancements to the monitoring program including monitoring methodologies and frequencies and use of new monitoring technologies where appropriate. Included in the update shall be identification of Santa Fe River target flows, aka 'Living River' flows, versus Acequia irrigation delivery flows versus stormwater flows that have occurred in the Santa Fe River channel below Nichols Reservoir, especially during precipitation events in the spring and during the 'monsoon' season.

Task 4: Return Flow / Discharge Credit / Reuse Evaluation

The City is seeking to develop a return flow/discharge credit strategy for its ongoing discharges from the Paseo Real Wastewater Treatment Plant to the Santa Fe River. The City is interested in utilizing a portion of these return flows as a means to offset La Cienega depletions caused by the diversion of groundwater for municipal supply under Buckman Well Field Permits RG-20516- et al. The Return Flow Plan will be integrated with the City's conjunctive water management strategy which includes San Juan Chama and Santa Fe River surface water sources, Buckman and City Well Field groundwater sources, indirect potable

reuse, and conservation to maximize use of available water resources while providing operational flexibility and water supply reliability.

The Contractor will develop an updated work plan for providing a technical approach to utilize existing geohydrologic data and any supplemental field data collected as determined necessary to address data gaps and complete this plan which will include developing an integrated site conceptual model that describes the surface and groundwater interactions, seepage rates and recharge of underlying aquifer system from Santa Fe River releases, and an overall water budget of the hydrologic system including: diversions; seepage losses; evapotranspiration effects and other analyses necessary to satisfy OSE requirements, so that the return flows satisfy the City's groundwater pumping offset requirements. The plan should comply with OSE's Policy on discharge credits (Return Flow - #4-2009) and other relevant regulatory policy documents.

SubTask A. Assist with Evaluation of Lower Santa Fe River flows to determine Availability of Treated Effluent for Return Flow or Discharge Credits

The purpose of this task is to quantify the amount of treated effluent that can be committed for return flow or discharge credits. The Contractor will assist ongoing research quantifying and characterizing Lower Santa Fe River flows and water budgets. The results will be integrated with the City's water management strategy.

SubTask B. Technical assistance with feasibility analysis of return flow options

The Contractor will work with the Water Division with analysis of return flow options such as expanded reuse program, instream flows, water quality limitations of return flow uses, and depletion offset and exchange strategies.

SubTask C. Prepare Maps to Assist with Plan Development

The Contractor will assist with preparation of project maps that will be incorporated into a reuse plan.

SubTask D. Develop Return Flow Quantification Method

The Contractor will develop a water budget accounting and metering plan for discharge and return flow quantification. The Contractor will work with the Water Division with developing a data collection plan that would allow for development of the preferred return flow accounting method.

Task 5: Depletion Management Strategy and Water Rights Acquisition Plan

Offset Acquisition Targets - In order to comply with the City of Santa Fe's groundwater well permits from the New Mexico Office of the State Engineer (OSE), the City is required to provide "offsets" in the form of surface water rights from five different administrative basins: 1) Middle Rio Grande, 2) Upper Rio Grande, 3) La Cienega, 4) Nambe-Pojoaque, and 5) Tesuque, although the vast majority are located in the Middle Rio Grande. When the City pumps groundwater from any of the wells having offset requirements, the OSE utilizes an administrative groundwater model to determine the impacts of that pumping in each impacted administrative basin and determines the quantity and duration of the impacts from a given year's groundwater pumping. The acquisition of offsets is a difficult and expensive

process for the City and the purpose of this work plan will be to ease that burden by the Contractor determining offset acquisition targets based on projected pumping and acceptable rates of groundwater decline. These targets will be specific quantities of water rights for each administrative basin based on acceptable rates of pumping and groundwater decline from the Buckman Well Field, City Well Field, Northwest Well, and potential future alternate points of diversion for optimizing the City Well Field.

SubTask A. Evaluating the City's existing water rights portfolio

The Contractor will evaluate the City's existing water rights portfolio in the Water Bank database to understand all details for each existing water right permit. As part of this task, the Contractor will prepare a map showing the location of all permits in the Water Bank database.

SubTask B. Evaluation of Offset Requirements

The Contractor will work with the City to develop a series of model runs for the evaluation of offset requirements. The Contractor proposes a maximum of 20 model run scenarios, which will include serval iterations to evaluate the Northwest well settlement conditions of approval. The Contractor will perform the administrative model runs required to compare past, current and future (projected) pumping schedules to determine the optimal strategy for surface water right acquisitions to satisfy offset requirements. Results will be presented in a technical memorandum with graphs, maps, and summary tables.

SubTask C. Evaluation of Offset Potential

The offset potential varies, and depends if the water right is for diversion of surface water or groundwater, and the proof of beneficial use. Offsets from surface water rights may be limited by the consumptive use rather than the diversion quantity, and offsets from groundwater rights will be subject to proximity to the stream system and administrative model results. The Contractor will evaluate the offset potential for each water right considering the above factors.

SubTask D. Develop Recommended Strategy

The results from tasks 1 through 4 will be used to develop a recommended strategy for the City to implement strategic water rights purchases in the 5 stream systems. The strategy will also include results from Work plan 4 (discharge credit plan). The Contractor will present draft recommendations to obtain feedback from the City, and then prepare a summary report.

Task 6: Potential Water Right Purchase Evaluations

The Contractor will provide written evaluations of water rights under consideration originating either as City purchases or as privately owned water rights being transferred to the City of Santa Fe Water Bank. The scope and purpose of the evaluation is to determine the legitimacy of the right and the amount likely to be approved for transfer by the New Mexico Office of the State Engineer. Water rights under consideration as City purchases shall be paid directly by the City of Santa Fe and the bid should be identified as a per-unit estimate for each evaluation and a total cost based on providing five such assessments per year. In addition, evaluations will be required for privately owned water rights being proposed for

transfer into the City's Water Bank. The cost of these evaluations is borne by the applicant and will be paid directly from that entity. Evaluations by the Contractor of private water rights are not expected to occur more frequently than ten times per calendar year.

SubTask A. Evaluation methods

The purpose of the evaluation is to determine the legitimacy of the right and the amount likely to be approved for transfer by the NMOSE. The Contractor will complete a review of water rights documents to determine risks of transfer, such as permit status and potential proof of beneficial use; determine the value of the potential water right transfer to the City; and calculate potential use for the City as offsets or diversions.

SubTask B. Written Evaluation

The Contractor will provide written evaluations of water rights under consideration originating either as City purchases or as privately owned water rights being transferred to the City of Santa Fe Water Bank. The written evaluation will include a summary of the water right consider and the results of the evaluation. If appropriate, the Contractor will provide other innovative recommendations to consider, such as alternative use of water right, transfer conditions for privately owned water right such as use of proposed development open space for Aquifer Storage & Recovery.

Task 7: Wellhead Protection and Water Quality Issues

The City Well Field is surrounded by historical legacy groundwater contamination sites. The Contractor will assist the City with implementing the wellhead protection groundwater monitoring program and evaluation of groundwater contamination sites as information becomes available. The Contractor will work closely with the City, the City's engineering consultants, and NMED in achieving these work plan goals.

SubTask A. Analysis of Contamination Sites

The Contractor will perform analysis of monitoring and cleanup reports for contaminations sites within the City Limits. Results of the field work will be used to develop the monitoring design.

SubTask B. Implementation of Monitoring Design

The Contractor will provide an updated monitoring design that will delineate the locations, frequency, and types of monitoring needed to support wellhead protection. The Contractor will collect water level and water quality data, where accessible to assist with implementation of the wellhead protection program. The Contractor will provide a final report that can be submitted to NMED.

In summary, the Contractor shall submit brief work plan(s), expanding detail on the work plans listed above, describing its approach to satisfy the work plan objectives and subsequent tasks, along with a schedule to indicate how the work will be accomplished. These brief work plan(s) should be prepared such that it can be incorporated with only minor modifications. The Contractor will be expected to conduct monthly progress review meetings to go over progress of the work plan(s), in addition to those tasks needed to complete the professional services agreement scope of work.

Attachment 1: John Shomaker & Associates, Inc. Proposal for RFP #'17/26/P

Included below, Budget for one-year project (FY 2020-21):

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 John Shomaker & Associates

3 Complete information requested ☑ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $296,477.00

Termination Date: June 30, 2018

☑ Approved by Council Date: June 14, 2017

☐ or by City Manager Date:

Contract is for: Hydrology

Amendment # 4 to the Original Contract# 17-0520

Increase/(Decrease) Amount $ $197,560.00

Extend Termination Date to: June 30, 2021

☑ Approved by Council Pending

☐ or by City Manager Date:

Amendment is for: Increase comp and Term for new FY

---

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

Amount $ 296,477.00 of original Contract# 17-0520 Termination Date: 6/30/2018
Reason: Original Contract

Amount $ 296,477.00 amendment 1 Termination Date: 6/30/2019
Reason: Extend term increase FY comp # 18-0751

Amount $ 65,825.00 amendment # 2 Termination Date: NA
Reason: Increase scope #19-0118

Amount $ 271,001.00 amendment # 3 Termination Date: 6/30/2020
Reason: Increase in compen for FY 1920 and extend term.

Amount $ 197,560.00 amendment # 4 Termination Date: 6/30/2020
Reason: Increase in compen for FY 20/21 and extend term.

Total of Original Contract plus all amendments: $ $1,127,340.00

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

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

RFP# 17/26/P Date: January 5, 2017

RFQ ☐ Date:

Sole Source ☐ Date:

Other

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

Fran Duenway (Jun 29, 2020 14:50 MDT)

Purchasing Officer Review

Comments or Exceptions:

7 **Funding Source:** Water CIP Fund **BU/Line Item:** 5050381.510300

Alexis Lotero
Alexis Lotero (Jun 29, 2020 14:08 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 RFP PROCUREMENT CHECKLIST

Contractor Name: John Shomaker and Associates

Procurement Title: Hydrology

Solicitation RFP#: 17/28/P

Department Requesting/Staff Member PUD - William Schneider

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: _____

William Schneider, Water Resources
Department Rep Printed Name and Title

WH Schneider
WH Schneider (May 27, 2020 18:43 MDT)

Department Rep Signature attesting that all information included

Fran Dunaway
Fran Dunaway (Jun 29, 2020 14:50 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

William Schneider, Water Resources

Department Rep Printed Name and Title

WH Schneider

WH Schneider (May 27, 2020 18:43 MDT)

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:	public utilities
Division Name:	water	Division Name:	water

Financial Information

Amount Requested:	$213,117.85	Munis Fund Number:	505
Vendor Name:	John Shomaker and Associates (JSAI)	Munis Org Number:	5050381
Approved by Director?	Yes Shannon Jones Shannon Jones (May 28, 2020 07:36 MDT)	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.
The City's WD entered into a PSA with JSAI for hydro services via competively bid request for proposal (RFP) for hydro services (RFP '17/26/P) that was awarded as PSA #17-0520. The services are recurring and required to protect the City's water rights portfolio assets.

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 has utilized this contract to comply with City Chapter 25 Ordinance and New Mexico Office of the State Engineer (OSE) permit compliance requirements. The legal and regulatory requirements this contract supports is provided as Attachment A.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.
The City staff support these hydro technical services efforts but the City does not own the monitoring equipment nor have the highly specialized expertise to self-perform these regulatory and legal requirement actions.

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.
Yes. These services are necessary for the City to comply with its regulatory and legal requirements for its water rights portfolio permits. The City's water rights are assets worth several hundred million dollars and permit compliance must be achieved to protect these assets.

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?
While the Water Division is seeking and utilizes several outside funding sources, the regulatory and legal obligations are funded through the water resources operating funds. Outside funding would not be permitted to be used towards these obligations.

Fran Duntaway (Jun 29, 2020 14:59 MDT)	Alexis Lotero Alexis Lotero (Jun 29, 2020 14:08 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: JOHN SHOMAKER & ASSOCIATES, INC.
DBA: JOHN SHOMAKER & ASSOC, INC.

Business Location: SF COUNTY
SANTA FE, NM 87501

Owner: JOHN SHOMAKER

License Number: 225084

Issued Date: February 07, 2020

Expiration Date: December 31, 2020

CRS Number: 02058266008

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor - Specialty

Fees Paid: $10.00

JOHN SHOMAKER & ASSOCIATES, INC.
2611 BROADBENT PKWY NE
ABLUQUERQUE, 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

Ver 15 1/3/2020

JOHNSHO-02 AFORAKER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/22/2020

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) 7770 Jefferson Street NE Suite 101 Albuquerque, NM 87109	CONTACT NAME: PHONE (A/C, No, Ext): (505) 828-4000 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS:
INSURED John Shomaker & Associates Inc 2611 Broadbent Prkwy NE Albuquerque, NM 87107	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Continental Casualty Company — 20443 INSURER B : The Continental Insurance Company — 35289 INSURER C : 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 CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X		4034680389	8/1/2019	8/1/2020	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 $ $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			4034680425	8/1/2019	8/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			4034680473	8/1/2019	8/1/2020	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
B	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		6011635475	8/11/2019	8/11/2020	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
A	E&O / Pollution			EEH288341818	1/7/2020	1/7/2021	Occurrence/Aggregate	3,000,000

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: JOHNSHO-02 AFORAKER

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (NMX)		John Shomaker & Associates Inc 2611 Broadbent Prkwy NE Albuquerque, NM 87107
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 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:
The policy includes a blanket additional insured endorsement that provides additional insured status to 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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BLANKET ADDITIONAL INSURED
AND
LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

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G. Waiver of Subrogation - Blanket

I. BLANKET ADDITIONAL INSURED PROVISIONS

A. ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "written contract" to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
   a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
   b. Any express warranty unauthorized by you;
   c. Any physical or chemical change in the product made intentionally by the vendor;
   d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

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e. Any 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 the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs **d.** or **f.**; or

(2) 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 the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.

4. This provision **2.** does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSUREDS

1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs **3.a.** through **3.j.** below whom you are required to add as an additional insured on this policy under a "written contract.":

2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:

a. A higher limit of insurance than required by such "written contract";

b. Coverage broader than required by such "written contract" and in no event greater than that described by the applicable paragraph a. through k. below; or

c. Coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard." But this paragraph **c.** does not apply to the extent coverage for such liability is provided by paragraph **3.j.** below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

a. **Controlling Interest**

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

(1) such person or organization's financial control of you; or

(2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

4002000654034803693695

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b. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for "bodily injury", "property damage" or "personal and advertising injury" as co-owner of such premises.

c. Grantor of Franchise

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" as grantor of a franchise to you.

d. Lessor of Equipment

Any person or organization 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 such equipment, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury" takes place prior to the termination of such lease.

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

(1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway 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; or

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(2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or government agency or subdivision or political subdivision; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

With respect to this provision's requirement that additional insured status must be requested under a "written contract", we will treat as a "written contract" any governmental permit that requires you to add the governmental entity as an additional insured.

i. Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization .whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" cause by:

a. Your acts or omissions; or

b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs **a.** through **i.** above. Such additional insured is an insured solely for "bodily injury", "property damage" or "personal and advertising injury" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

(1) For "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services;

(2) For "bodily injury" or "property damage" included in the "products-completed operations hazard." But this provision (2) does not apply to such "bodily injury" or "property damage" if:

(a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "written contract"; and

(b) The "written contract" requires you to make the person or organization an additional insured for such "bodily injury" or "property damage"; or

(3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

With respect only to additional insured coverage provided under paragraphs A. and B. above:

1. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "written contract" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

2. Under **Liability and Medical Expense Definitions**, the following definition is added:

"Written contract" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

a. Is currently in effect or becomes effective during the term of this policy; and

b. Was executed prior to:

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(1) The "bodily injury" or "property damage"; or

(2) The offense that caused the "personal and advertising injury";

for which the additional insured seeks coverage.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily Injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "Bodily injury" is deleted and replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs **a.** and **b.** above apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

D. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

k. Damage To Property

"Property damage" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of

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such property for any reason, including prevention of injury to a person or damage to another's property;

2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

3. Property loaned to you;

4. Personal property in the care, custody or control of the insured;

5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or

6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph **2** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **1**, **3**, and **4**, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

(1) rented to you:

(2) temporarily occupied by you with the permission of the owner, or

(3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs **3**, **4**, **5**, and **6** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **6** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph **(14)** of the exclusion entitled **Personal and Advertising injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o**, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the 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 D. Liability And Medical Expenses Limits Of Insurance**.

3. The first Paragraph under item **5. Damage To Premises Rented To You** Limit of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

E. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of "personal and advertising injury" is amended to add the following:

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) The Insured; or

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(b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising injury** is amended to add the following additional exclusions:

(15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

(17) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision **(Personal and Advertising Injury – Discrimination or Humiliation)** does not apply if **Personal and Advertising Injury Liability** is excluded either by the provisions of the Policy or by endorsement.

F. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of "Personal and advertising injury" is amended to delete Paragraph c. and replace it with the following:

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

G. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.

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IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.

BLANKET ADDITIONAL INSURED ENDORSEMENT WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE & BLANKET WAIVER OF SUBROGATION

Architects, Engineers and Surveyors

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

A. Who Is An Insured is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the:
   a. "Bodily injury" or "property damage"; or
   b. Offense that caused the "personal and advertising injury";

   for which the additional insured seeks coverage

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured 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
   b. The acts or omissions of those acting on your behalf,

   in the performance of your ongoing operations specified in the written contract or written agreement; or
   c. "Your work" that is specified in the written contract or written agreement, but only for "bodily injury" or "property damage" included in the "products-completed operations hazard", and only if:
      (1) The written contract or written agreement requires you to provide the additional insured such coverage; and
      (2) This Coverage Part provides such coverage.
2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
3. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional 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 by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or
   b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.

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4. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition work while you are acting as a construction or demolition contractor.

C. Under **Businessowners Liability Conditions**, the condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

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

1. Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
2. Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;
3. Except as provided for in paragraph **D.2.** below:
   a. Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
   b. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

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

D. With respect only to the insurance provided by this endorsement, the condition entitled **Other Insurance** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to delete paragraphs **2.** and **3.** and replace them with the following:

2. This insurance is excess over any other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, But if required by the written contract or written agreement, this insurance will be primary and noncontributory relative to insurance on which the additional insured is a Named Insured.
3. When this insurance is excess, we will have no duty under **Business Liability** insurance to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit" If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

   When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

   (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

   (b) The total of all deductible and self-insured amounts under all that other insurance.

   We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

E. The condition entitled **Transfer of Rights of Recovery Against Others to Us** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to deleted paragraph **2.** and replace it with the following:

2. We waive any right of recovery we may have against any person or organization with whom you have agreed to waive such right of recovery in a written contract or agreement 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 within the "products-completed operations hazard."

All other terms and conditions of the Policy remain unchanged.

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Signature:

Email: jdroach@santafenm.gov

Signature:

Email: mtmccoy@ci.santa-fe.nm.us

ITEM # 19-0645

CITY OF SANTA FE
AMENDMENT No. 3 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#17-0520; 18-0751

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, Inc. (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 #17-0520, Contractor has agreed to provide Professional Services for the City of Santa Fe.

B. Pursuant to Article 18 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. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total two hundred seventy one thousand and one dollar ($271,001) plus applicable gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed eight hundred eighty four thousand two hundred seventy four dollars ($884,274.) plus applicable gross receipts taxes, in total for the term of the Agreement.

2. TERM.

Article 5 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 terminate on June 30, 2020 unless terminated pursuant to Paragraph 6, infra.

3. 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. 3 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 8/2/19

CONTRACTOR:
JSAI

NAME & TITLE Steve Finch, V.P.

Date: April 25, 2019
CRS #:02-058266008
Business Registration #:19-00129246

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. - 7-31-19

APPROVED AS TO FORM:

4/22
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

(For M. McCoy) 06.02.19
MARY MCCOY, FINANCE DIRECTOR

52300/ 510300
Business Unit/Line Item

ITEM # 19.0118

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#17-0520

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 (the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, Inc. (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 City of Santa Fe Agreement #17-0520, Contractor has agreed to provide professional services for the City of Santa Fe.

B. Pursuant to Article 18 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. SCOPE OF SERVICES:

Article 1 of the Agreement is amended to include the tasks as outlined in Exhibit "B" attached hereto and incorporated herein.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of sixty five thousand eight hundred twenty five dollars ($65,825) plus applicable gross receipts tax so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the contractor in full payment for services

rendered, a sum not to exceed six hundred thirteen thousand two hundred seventy three dollars ($613,273), plus gross receipts tax, in total for the term of this Agreement.

3. 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.2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 3/5/19

CONTRACTOR:
John Shomaker & Associates, Inc

NAME & TITLE Steve Finch, V.P.

DATE: March 8, 2019
CRS # 02-058266008
City of Santa Fe Business
Registration # 19-00129246

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC Mtg. 2/27/2019

APPROVED AS TO FORM:

1/16
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52300.510300
business Unit/Line

ITEM # 18-0751

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#17-0520

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 14, 2017 (the "Agreement"), between the City of Santa Fe (the "City") and John Shomaker & Associates, Inc. (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 City of Santa Fe Agreement #17-0520, Contractor has agreed to provide professional services for the City of Santa Fe.

B. Pursuant to Article 18 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. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of two hundred seventy three seventy hundred twenty four dollars ($273,724) plus applicable gross receipts tax so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the contractor in full payment for services rendered, a sum not to exceed five hundred forty seven thousand four hundred forty eight dollars ($547,448), plus gross receipts tax, in total for the term of this Agreement.

2. TERM.

Article 5 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 terminate on June 30, 2019 unless terminated pursuant to Paragraph 6, infra.

3. 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: 7/5/18

CONTRACTOR:

NAME & TITLE Steve Finch, V.P.

DATE: 7/12/18

CRS # 02-05826608

City of Santa Fe Business Registration # 18-00129246

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CC mtg. 6/27/18

APPROVED AS TO FORM:

5/7
CITY ATTORNEY

APPROVED:

7-3
FINANCE DIRECTOR

52300.510300
Business Unit/Line

ITEM # 17-0520

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and John Shomaker & Associates, Inc. (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide professional services for the City as outlined in Exhibit "A" attached hereto.

2. 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 and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed two hundred seventy three thousand seven hundred twenty four dollars ($273,724.00), plus applicable gross receipts taxes.

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.

C. Payment shall be made upon receipt and approval by the City of

detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. 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.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and terminate on June 30, 2018, unless sooner pursuant to Article 6 below. . This Agreement may be extended for three (3) additional twelve (12) month periods, not to exceed four (4) years by the written agreement of the parties amending this Agreement.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 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, the Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. 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 Agreement.

8. 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.

9. 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.

10. 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.

11. 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.

12. INSURANCE

A. The Contractor, 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, in a form

and with an insurance company 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 property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. 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.

20. 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.

21. 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.

22. 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:

City of Santa Fe:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87504

Contractor:
Steven T. Finch Jr.
John Shomaker & Associates, Inc.
2611 Broadbent Pkdwy NE
Albuquerque, NM 87107

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: 6/19/17

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg 6/14/17

APPROVED AS TO FORM:

5/23
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

ADAM JOHNSON, FINANCE DIRECTOR

CONTRACTOR:

V.P.
NAME & TITLE Steven T. Finch Jr.

DATE: June 16, 2017

CRS #:02-058266008
Business Registration #:17-00129246

52300; 510300; 510310; 510340
Business Unit Line Item

Exhibit A

Scope of Work for John Shomaker and Associates, Inc.

Work Plan 1: Buckman Well Field OSE Permit Compliance Support

The City of Santa Fe (City) is obligated to comply with monitoring and reporting requirements for operating water supply wells under the Buckman Well Field permits. *Buckman Well Field Water-Level Monitoring Program Response to Condition of Approval No. 5, Permit No. RG-20516-S-10 thru RG-20516-S-13, City of Santa Fe,* adopted by all parties and the District Court in 2007, this biennial report summarizes production and water-level data in the City of Santa Fe's Buckman Well Field, documents water-level data and trends for BMP wells, provides 10-year and 40-year drawdown projections for wells in the Buckman Well Field Monitoring Program area, and addresses Permit Conditions 6 and 7, which address whether wells of other ownership may go dry as a result of pumping Buckman Wells 10 through 13 (BW10-13) under permit RG-20516-S-10 through RG-20516-S-13.

Task 1. Water Level Monitoring and Reporting
Contractor will provide an operation and maintenance plan for the Buckman Well Field. Continue with required data collection.

Task 2. Pumping Impacts and Analyses (Depletion Calculations)
Contractor will work with the New Mexico Office of the State Engineer (NMOSE) based upon the review comments of the last Buckman Well Field Monitoring Program biennial report.

Work Plan 2: Northwest Well & City Well Field NMOSE Permit Compliance Support

The City will be obligated to comply with the monitoring and reporting requirements for operating water supply wells under the Northwest and City Well Field permit. Contractor will provide support for Northwest Well and City Well Field permit compliance through monitoring; developing databases; evaluating monitoring results; performing hydrogeologic analysis and interpretation of groundwater data and results; generating and interpreting groundwater-flow model results; preparing monitoring report(s) and communicating with NMOSE, on behalf of the City, as directed by the City.

Task 1. Groundwater Monitoring and Reporting
The purpose of the monitoring plan and reporting in accordance with the Northwest Well Groundwater Monitoring Plan is to collect data to evaluate possible water-level declines in the area of the Northwest Well and the City Well Field. The data may also be used to help improve the simulation of groundwater flow and pumping in the area, and to simulate groundwater pumping in the area to evaluate the causes of possible future water-level declines. The City anticipates the data analysis and reporting for this monitoring plan will emulate the Buckman Well Field Monitoring Program. Contractor will provide these services, as part of the monitoring plan and reporting.

Details of the monitoring plan and reporting are provided in Attachment 1: John Shomaker & Associates, Inc. Proposal in response to RFP #'17/26/P & Attachment 2: March 8, 2017 Meeting notes for Scope of Work and Budget for RFP #'17/26P. The scope of work does not include pump contractor services required for installing sounding tubes in private wells; however, the Contractor will develop a work plan for pump contractor services.

Task 2. Pumping Impacts Analyses (Depletion Calculations)
Also, emulating the Buckman Well Field Monitoring Program, the Contractor will provide annual evaluations of the hydrologic impacts caused by groundwater pumping on streamflows of the Rio Grande and key tributaries Rio Pojoaque-Nambe, Rio Tesuque, and La Cienega Springs shall be conducted. The analyses comprises the use of groundwater flow modeling using the OSE Administrative Model for the City of Santa Fe to predict the rate of streamflow depletions from each of the water supply wells (points of diversion) based on actual rates of pumping.
The Contractor evaluations will include a comparative analysis of the depletions for each river reach with the City's portfolio of surface water rights for the purpose of complying with permit requirements where the City needs to demonstrate that sufficient surface water rights are in place to offset pumping depletions.

Work Plan 3: Santa Fe River Monitoring and Reporting

In 2016, the City initiated surface water monitoring on the Santa Fe River during the period of 'Living River' reservoir bypass flows in May, June, and July. The monitoring report was completed to comply with the requirements within the Administrative Procedures for the Santa Fe River Target Flow Ordinance and monitored streamflows at 7 stations. The monitoring further provided data to evaluate rates of targeted river flows during the annual bypass of flows below Nichols Reservoir, estimated river seepage to the underlying aquifer system, and quantified an overall water budget. The monitoring report concluded that additional monitoring was necessary to improve the understanding of groundwater and surface water interactions along the Santa Fe River as required by Ordinance 2012-10.

The Contractor will perform Santa Fe River monitoring and reporting in compliance with the requirements within the Administrative Procedures for the Santa Fe River Target Flow Ordinance and according to the recommendations of the 2016 Santa Fe River Monitoring Report.

Task 1. Automation of surface water gaging stations
Re-establish the automated measurement of streamflow at the existing staff gages below Nichols Reservoir and at St. Francis Drive at 15-minute intervals. The streamflow measurement requirement within the Administrative Procedures for the Santa Fe River Target Flow Ordinance will be fulfilled by installing pressure transducers at these staff gage locations and using the updated rating curves.

Task 2. Monitoring of Living River bypass flows
The Contractor will conduct five additional seepage runs during Living River bypass flows in 2017. These seepage runs would include measurement stations below Nichols Reservoir, at The Nature Conservancy's diversion gate, downstream of the return flow of Cerro Gordo, adjacent to Camino Pequeño upstream of Acequia Madre, below Acequia Madre (upstream of Patrick Smith Park), above St. Francis Drive (near the Boys & Girls Club), and at Ricardo Road, at a minimum, and would document the end-of-flow point. This will allow the City to update rating curves for the gages below Nichols Reservoir and at St. Francis Drive, update the seepage rate dataset, and update the relationship between flow below Nichols Reservoir and the end-of-flow point. These seepage run events should be accompanied by measurements of shallow water levels from monitoring wells MW-1, A, & B by the Contractor.

Task 3. Santa Fe River Seepage Loss Study
During the seepage runs, the Contractor will also measure streamflow at up to four newly-established stations between Nichols Reservoir and Cerro Gordo Road to study seepage losses and water budget in this reach, and compare seepage losses associated with flow through The Nature Conservancy's river restoration diversion route versus the 'bypass channel' of the Santa Fe River. In addition, the study needs to establish a seepage rate for losses from the 'bypass channel', which may contribute recharge to the lower elevation Two-mile pond. Field reconnaissance will be performed by the Contractor, in coordination with City staff, to identify the new measurement stations between Nichols Reservoir and Cerro Gordo Road and identify any seeps & springs along the reach of the...

Task 4. Monitoring of the diversions and an assessment along the upper Santa Fe River.
The Contractor will monitor the following points of interest, to include 1) Acequia Cerro Gordo, 2) Acequia Madre (upper), 3) Two-mile pond exit flume, and 4) The Nature Conservancy's diversion head gate. Each of these Santa Fe River diversions are currently not quantified; therefore, the goal for the Contractor will be to develop a method for monitoring diversions, instrument diversions, collect diversion data and assessing the data for year 2017. This task includes the purchase of data logger/transducers with supporting accessories and the necessary materials needed for installation, see Attachment 3: April 5, 2017 Meeting notes for Scope of Work and Budget the Upper Santa Fe River Diversion Monitoring & Assessment. Finally, the Contractor will prepare report of the findings, and provide recommendations for permanent diversion monitoring equipment.

Task 5. Santa Fe River Monitoring Report
Contractor will update the Santa Fe River Monitoring Report for 2017 and will include recommendations for enhancements to the monitoring program including monitoring methodologies and frequencies and use of new monitoring technologies where appropriate. Included in the update shall be identification of Santa Fe River target flows, aka 'Living River' flows, versus Acequia irrigation

delivery flows versus stormwater flows that have occurred in the Santa Fe River channel below Nichols Reservoir, especially during precipitation events in the spring and during the 'monsoon' season.

Task 6. Work Plan Schedule & Budget
The Contractor will provide a work plan, including a description of the field monitoring program, data analysis and reporting, along with a proposed schedule and budget.

Work Plan 4: Return Flow / Discharge Credit Plan

The City is seeking to develop a return flow/discharge credit strategy for its ongoing discharges from the Paseo Real Wastewater Treatment Plant to the Santa Fe River. The City is interested in utilizing a portion of these return flows as a means to offset La Cienega depletions caused by the diversion of groundwater for municipal supply under Buckman Well Field Permits RG-20516- et al. The Return Flow Plan will be integrated with the City's conjunctive water management strategy which includes San Juan Chama and Santa Fe River surface water sources, Buckman and City Well Field groundwater sources, indirect potable reuse, and conservation to maximize use of available water resources while providing operational flexibility and water supply reliability.

The Contractor will develop a work plan providing a technical approach to utilize existing geohydrologic data and any supplemental field data collected as determined necessary to address data gaps and complete this plan which will include developing an integrated site conceptual model that describes the surface and groundwater interactions, seepage rates and recharge of underlying aquifer system from Santa Fe River releases, and an overall water budget of the hydrologic system including: diversions; seepage losses; evapotranspiration effects and other analyses necessary to satisfy OSE requirements, so that the return flows satisfy the City's groundwater pumping offset requirements. The plan should comply with OSE's Policy on discharge credits (Return Flow - #4-2009) and other relevant regulatory policy documents.

Task 1. Confirm Availability of Treated Effluent For Return Flow or Discharge Credits
The purpose of this task is to quantify the amount of treated effluent that can be committed for return flow or discharge credits. The Contractor will prepare a draft technical memorandum detailing recommendations and present the results to City Staff for feedback. The proposed quantity of treated effluent allocated for the plan will be integrated with the City's water management strategy.

Task 2. Determine Annual Quantity of Discharge Credit Requested
The NMOSE recommends that the City prepare a conservative estimate of the maximum annual discharge credit requested based on full amount of pumping for 100 years. The Contractor will quantify the La Cienega offset requirements for the Buckman Well Field and other potential future pumping using the administrative model.

Task 3. Prepare Project Map
The NMOSE requires a project map detailing points of diversion requiring discharge credits, the reach where discharge credits will occur, monitoring points used for quantifying recharge, and reaches of the stream flor which offset is proposed. The Contractor will prepare a project map that will be incorporated into a plan to be submitted to NMOSE.

Task 4. Description of Discharge and Quantification Method
The Contractor will develop a metering plan for discharge quantification as required by the NMOSE. A sound approach may be to perform metering at a 15-minute interval for one year in order to refine the quantification of percent streamflow infiltrated and overall water balance. Discharge credits for subsequent years can then be based on the metered discharge multiplied by a conservative factor derived from the one-year "test" dataset.

Task 5. Hydrologic analysis to demonstrate that discharge water will offset stream depletions due to applicant's pumping Quantification of Discharge Credit Capacity
The Contractor will provide a hydrologic analysis report that will include an integrated site conceptual model describing the surface and groundwater interactions, seepage rates and recharge of underlying aquifer system from discharges, and an overall water budget to satisfy NMOSE requirements for demonstrating discharge credits.

Task 6. Notice of Intent to Discharge
NMOSE requires proof of a permit from the NMED for discharges to groundwater. This should already be covered under DP-289. However, the permit may need to be modified for discharges to stream segments other than the lower Santa Fe River. If discharge plan permit modification is required, the Contractor will provide recommendations for proposed modifications.

Task 7. Submit Plan to NMOSE
Results from Tasks 1 through 6 will be compiled into a draft plan for the City to review. The Contractor will present the results of the plan to the NMOSE Hydrology Bureau and Water Rights Division. Comments from the NMOSE will be addressed and the final plan will be submitted to the NMOSE for review and consideration.

Work Plan 5: Depletion Management Strategy and Water Rights Acquisition Plan

Offset Acquisition Targets – In order to comply with the City of Santa Fe's groundwater well permits from the New Mexico Office of the State Engineer (OSE), the City is required to provide "offsets" in the form of surface water rights from five different administrative basins: 1) Middle Rio Grande, 2) Upper Rio Grande, 3) La Cienega, 4) Nambe-Pojoaque, and 5) Tesuque, although the vast majority are located in the Middle Rio Grande. When the City pumps groundwater from any of the wells having offset requirements, the OSE utilizes an administrative groundwater model to determine the impacts of that pumping in each impacted administrative basin and determines the

quantity and duration of the impacts from a given year's groundwater pumping. The acquisition of offsets is a difficult and expensive process for the City and the purpose of this work plan will be to ease that burden by the Contractor determining offset acquisition targets based on projected pumping and acceptable rates of groundwater decline. These targets will be specific quantities of water rights for each administrative basin based on acceptable rates of pumping and groundwater decline from the Buckman Well Field, City Well Field, Northwest Well, and potential future alternate points of diversion for optimizing the City Well Field.

Task 1. Evaluating the City's existing water rights portfolio
The Contractor will evaluate the City's existing water rights portfolio in the Water Bank database to understand all details for each existing water right permit. As part of this task, the Contractor will prepare a map showing the location of all permits in the Water Bank database.

Task 2. Evaluation of Offset Requirements
The Contractor will work with the City to develop a series of model runs for the evaluation of offset requirements. The Contractor proposes a maximum of 20 model run scenarios, which will include serval iterations to evaluate the Northwest well settlement conditions of approval. The Contractor will perform the administrative model runs required to compare past, current and future (projected) pumping schedules to determine the optimal strategy for surface water right acquisitions to satisfy offset requirements. Results will be presented in a technical memorandum with graphs, maps, and summary tables.

Task 3. Evaluation of Offset Potential
The offset potential varies, and depends if the water right is for diversion of surface water or groundwater, and the proof of beneficial use. Offsets from surface water rights may be limited by the consumptive use rather than the diversion quantity, and offsets from groundwater rights will be subject to proximity to the stream system and administrative model results. The Contractor will evaluate the offset potential for each water right considering the above factors.

Task 4. Develop Recommended Strategy
The results from tasks 1 through 4 will be used to develop a recommended strategy for the City to implement strategic water rights purchases in the 5 stream systems. The strategy will also include results from Work plan 4 (discharge credit plan). The Contractor will present draft recommendations to obtain feedback from the City, and then prepare a summary report.

Work Plan 6: Potential Water Right Purchase Evaluations

The Contractor will provide written evaluations of water rights under consideration originating either as City purchases or as privately owned water rights being transferred to the City of Santa Fe Water Bank. The scope and purpose of the evaluation is to determine the legitimacy of the right and the amount likely to be approved for transfer by the New Mexico Office of the State Engineer. Water rights under consideration as City purchases shall be paid directly by the City of Santa Fe and the bid should be identified

as a per-unit estimate for each evaluation and a total cost based on providing five such assessments per year. In addition, evaluations will be required for privately owned water rights being proposed for transfer into the City's Water Bank. The cost of these evaluations is borne by the applicant and will be paid directly from that entity. Evaluations by the Contractor of private water rights are not expected to occur more frequently than ten times per calendar year.

Task 1. Evaluation methods
The purpose of the evaluation is to determine the legitimacy of the right and the amount likely to be approved for transfer by the NMOSE. The Contractor will complete a review of water rights documents to determine risks of transfer, such as permit status and potential proof of beneficial use; determine the value of the potential water right transfer to the City; and calculate potential use for the City as offsets or diversions.

Task 2. Written Evaluation
The Contractor will provide written evaluations of water rights under consideration originating either as City purchases or as privately owned water rights being transferred to the City of Santa Fe Water Bank. The written evaluation will include a summary of the water right consider and the results of the evaluation. If appropriate, the Contractor will provide other innovative recommendations to consider, such as alternative use of water right, transfer conditions for privately owned water right such as use of proposed development open space for Aquifer Storage & Recovery.

Work Plan 7: Stream Design Flows for Water Quality Standards

The New Mexico Environment Department (NMED) Surface Water Quality Bureau certifies permits for the National Pollutant Discharge Elimination System (NPDES), which is administered by the U.S. Environmental Protection Agency under the Clean Water Act of 1972. The NMED methodologies utilize streamflow data for NPDES permitting and establishment of TMDL's for both point and nonpoint pollutant sources. The Contractor will develop the low-flow frequency, streamflow estimates for the Santa Fe River in the vicinity of the wastewater treatment plant to support ongoing effort to determine the assimilation capacities of receiving water and to use as the minimum discharge at which the New Mexico water-quality standards are applied. These low flow stream flow data will be used to evaluate NMEDs standards based on the 4Q3 - Minimum flow over 4 consecutive days once in 3-years and 7-day, 10-year minimum flow (7Q10) conditions for establishing critical site-specific low flow development needed to evaluate total maximum daily loads (TDMLs). The Contractor will work closely with the City, the City's engineering consultants, and NMED in achieving these work plan goals.

Task 1. Initial Field Reconnaissance of Lower Santa Fe River
The Contractor will perform an initial field reconnaissance of the Santa Fe River for the reach(s) of concern. The purpose will be to identify access for monitoring locations and field condition of monitoring locations. For efficiency, the work

could be performed concurrently with Work plan 3. Results of the field work will be used to develop the monitoring design.

Task 2. Development of Monitoring Design
The Contractor will provide a monitoring design that will delineate the locations, frequency, and types of streamflow monitoring needed to support alternative regulatory low flow calculations for the NPDES permit. The monitoring design will also include methods for data collection that are consistent with NMED requirements. The Contractor will present draft results of the monitoring design to the City and NMED for feedback. The Contractor will provide a final report that can be submitted to NMED.

Task 3. Technical Support with Modification of Water Quality Standards
The Contractor will work with the City, the City's engineering consultants, and NMED and provide technical support with permitting strategy for modification of existing water quality standards.

In summary, the Contractor shall submit brief work plan(s), expanding detail on the work plans listed above, describing its approach to satisfy the work plan objectives and subsequent tasks, along with a schedule to indicate how the work will be accomplished. These brief work plan(s) should be prepared such that it can be incorporated with only minor modifications. The Contractor will be expected to conduct monthly progress review meetings to go over progress of the work plan(s), in addition to those tasks needed to complete the professional services agreement scope of work.

Attachment 1: John Shomaker & Associates, Inc. Proposal for RFP #'17/26/P
Attachment 2: JSAI March 8, 2017 Meeting Notes for RFP #'17/26/P Proposal
Attachment 3: JSAI April 5, 2017 Revised Scope of Work & Budget for Task 4 of Santa Fe Monitoring & Reporting.

Budget for one-year project (FY 2017-18)

Work Plan 1: Santa Fe River Monitoring & Reporting	$ 40,354
Work Plan 2: Northwest Well & City Well Field NMOSE Permit Compliance Support	$ 35,074
Work Plan 3: Santa Fe River Monitoring and Reporting	$ 33,566
Addition of Task 4	$ 31,000
Work Plan 4: Return Flow / Discharge Credit Plan	$ 26,070
Work Plan 5: Depletion Management Strategy and Water Rights Acquisition Plan	$ 48,290
Work Plan 6: Potential Water Right Purchase Evaluations	$ 26,023
Work Plan 7: Stream Design Flows for Water Quality Standards	$ 33,347
TOTAL	$ 273,724
GRT Cost (8.3125%)	$ 22,753
GRAND TOTAL	$ 296,477

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

ISSUE NO. 7E

Request Approval of Amendment # 3 Financial Consulting Solutions in the Amount of $108,000 plus NMGRT for FY 20/21 Public Utilities Financial Planning Services in the Amount of $108,000 plus NMGRT. (Shannon Jones, Public Utilities Department Director, swjones@santafenm.gov, 955-4267)

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: June 4, 2020

To: Public Utilities Committee / Finance Committee

From: Shannon Jones, Public Utilities Department Director

RE: Request approval of Amendment #3 to the PSA with FCS in the amount of $108,000 plus NMGRT for FY 20/21 Public Utility Financial Plan yearly review and other financial services

ITEM AND ISSUE:

The Public Utilities Department requests approval of Amendment #3 for the PSA with FCS, in the amount of $108,000 plus nmgrt, and an extension of term through June 30, 2021 for Public Utility Financial Plan yearly review and other financial services.

BACKGROUND AND SUMMARY:

The Public Utilities Department requires Financial Plan review and updates to be completed yearly for each Division, as well as other Financial Services. The Public Utilities Department consists of the Water Division, Wastewater Management Division and Environmental Services Division. The Governing Body awarded RFP 17/53/P to FCS, formerly JMa Municipal Advisors for the Financial Services. This amendment is for the final year of the BID for all three Divisions.

The $108,000 plus nmgrt allocates $36,000 plus nmgrt for Water Division, $36,000 plus nmgrt for ESD and $36,000 plus nmgrt for WWMD, to conduct the Financial Plan updates for each division in FY 20/21.

Budget for the amendment will be available upon approval of the FY 20/21 Public Utilities Department Division's Operating budget the following Org/Obj #'s 5050381.510300, 5000361.510300, 5100331.510300.

RECOMMENDATION:

The Public Utilities Department recommends:

- Review and approval of Amendment #3 to the PSA with FCS.
- Forwarding and recommendation of approval to the Finance Committee for their consideration and approval and to the Governing Body for their final consideration and approval.

CITY OF SANTA FE
AMENDMENT No. 3 TO
PROFESSIONAL SERVICES AGREEMENT
#17-0943; #18-0750; #19-0399

AMENDMENT No.3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated August 30, 2017 (the "Agreement"), between the City of Santa Fe (the "City") and Financial Consulting Solutions Group, Inc. as assigned by JMa Municipal Advisors . 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 18 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. COMPENSATION

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one hundred thousand eight hundred dollars ($108,000.) exclusive of gross receipts tax so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered a sum not to exceed seven hundred forty thousand eight hundred and eight dollars ($740,808), exclusive of gross receipts tax. Compensation shall be paid only for services actually performed.

2. TERM.

Article 5 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 terminate on June 30, 2021, unless terminated pursuant to Paragraph 6, infra.

3. 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. 3 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:

4/24/20

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

5050395.510300; 5000361.510300; 510331.510300
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 Financial Consulting Solutions Group, Inc. formerly Jma

3 Complete information requested ☑ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $146,808.00

Termination Date: June 30, 2018

☑ Approved by Council Date: August 30, 2017

☐ or by City Manager Date:

Contract is for: Financial Services

Amendment # 3 to the Original Contract# 17-0943

Increase/(Decrease) Amount $ $108,000.00

Extend Termination Date to: June 30, 2021

☑ Approved by Council Pending

☐ or by City Manager Date:

Amendment is for: Amend Compensation for FY 20/21 and Extend Term

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

Amount $ 146,808.00 of original Contract# 17-0943 Termination Date: 6/30/2018
Reason: original contract #17-0943

Amount $ 338,000.00 amendment 1 Termination Date: 6/30/2019
Reason: amend comp and extend term #18-0750

Amount $ 148,000.00 amendment # 2 Termination Date: 6/30/2020
Reason: 19-0399

Amount $ 108,000.00 amendment # 3 Termination Date: 6/30/2021
Reason: Increase Comp and term for FY 20/21

Total of Original Contract plus all amendments: $ $740,808.00

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

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

RFP# 17/53/P Date: June 1, 2017

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

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

Fran Dunaway, CPO 5/12/20

Purchasing Officer Review

Comments or Exceptions: _____

7 **Funding Source:** Water, Waste Water & Env Srvs Op Fund **BU/Line Item:** 5050381.510300; 5000361.510300; 510331.510300

Alexis Lotero
Alexis Lotero (Jul 23, 2020 16:52 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 RFP PROCUREMENT CHECKLIST

Contractor Name: JMA
Procurement Title: Proposal for Public Utilities Rate Evaluation and Financial Services

Solicitation RFP#: 17/53/P

Department Requesting/Staff Member Maya Martinez

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: _____

Maya Martinez , Fiscal Administrator
Department Rep Printed Name and Title

Maya Martinez
Department Rep Signature attesting that all information included

Fran Dueway, CPO (May 12, 2020)
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

Maya Martinez , Fiscal Administrator

Department Rep Printed Name and Title

Maya Martinez

Department Rep Signature attesting that all information included

*

City of Santa Fe, New Mexico

BUSINESS LICENSE

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

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

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.

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 [ ] CLAIMS MADE [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 [ ] CLAIMS MADE [ ] 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

© ACORD CORPORATION 1988

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

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INSURED

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

INSURERS AFFORDING COVERAGE

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	$
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG	$
	AUTOMOBILE LIABILITY					
	☐ ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS				PROPERTY DAMAGE (Per accident)	$
	☐ 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 ☐ ADDITIONAL INSURED; INSURER LETTER: ___

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

© ACORD CORPORATION 1988

ITEM # 19-0399

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
#17-0943; #18-0750

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated August 30, 2017 (the "Agreement"), between the City of Santa Fe (the "City") and Financial Consulting Solutions Group, Inc. as assigned by JMa Municipal Advisors . 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 18 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. COMPENSATION

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one hundred forty eight thousand dollars ($148,000.) exclusive of gross receipts tax so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered a sum not to exceed six hundred thirty two thousand eight hundred eight dollars ($632,808), exclusive of gross receipts tax. Compensation shall be paid only for services actually performed as

outline in Exhibit "D".

2. ASSIGNMENT OF PROFESSIONAL SERVICES

The Contractor, JMa Municipal Advisors, is assigning this professional services agreement to Financial Consulting Solutions Group, Inc. as outlined and agreed to in Exhibit E attached hereto.

3. TERM.

Article 5 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 terminate on June 30, 2020, unless terminated pursuant to Paragraph 6, infra.

4. NOTICES

Article 22 of the Agreement is amended to change the Contract so that Article 22 reads as follows:

Contractor:

Financial Consulting Solutions Group, Inc.
Attn: Chad Janicki, CFO
Redmond Town Center
7525 166th Ave NE, Suite D-215
Redmond, WA 98052

5. 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. 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 5/31/19

CONTRACTOR:
Financial Consulting Solutions Group, Inc.

/President
NAME & TITLE

Date: 6/13/2019

CRS#03-420605-00-1
Registration # 19-00154590

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 5/29/2019

APPROVED AS TO FORM:

5/6/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52300.510300; 52451.510300; 52251.510300
Business Unit/Line Item

ITEM # 18-0750

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#17-0943

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated August 30, 2017 (the "Agreement"), between the City of Santa Fe (the "City") and JMa Municipal Advisors. (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, Contractor has agreed to provide financial services to the City.

B. Pursuant to Article 18 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. SCOPE OF SERVICES:

Article 1 paragraph E of the agreement is amended to include Exhibit "B" attached hereto and incorporated herein.

Article 1 of the Agreement is amended to add paragraph "G", so that Article 1, paragraph G reads as follows:

G. Water Rate Restructiering.as described below and in in Exhibit "C" attached hereto.

G.1 Project Initiation and Data Gathering – includes a kickoff meeting, data request, and follow-up requests as needed to gather the information needed to conduct the technical analysis on the water rates in future

steps. The information requested will include billing data and may include a technology assessment conducted by Valor Water.

G.2 Initial Visioning and Criteria Definition – we will help organize, schedule, and facilitate meetings of a PSC (or similar type of committee by some other name) to include the following visioning steps:

a. Background Information – we will provide the PSC members with a history of the existing water rate structure, including a summary of the 2003-04 work that led to its implementation. We also review the current status of the Water Division's financial situation and its current cost-of-service study findings showing the cost of serving each of Santa Fe's classes (residential, commercial, multi-family, others).

b. Criteria Definition – we will review the most common criteria used for selecting water rate structures and work with the PSC to determine the relative importance of these common criteria for Santa Fe. Additional criteria will also be considered and weighted.

c. Workshops – we anticipate up to four (4) total meetings and workshops to accomplish the above objectives. Meetings will be held on-site in Santa Fe at a location to be determined and coordinated with the Utilities Department.

G.3 Review of Possible Rate Structures – we will list a number of water rate structures showing the conceptual characteristics of each and how each compares to the criteria established by the PSC. Essentially, there are several different types of rate structure (e.g., Santa Fe currently uses what is called an "inclining block" rate structure with a seasonal tier level), and we will educate the PSC as to what those different structures entail, and the strengths and weaknesses of each relative to the criteria the PSC developed in the previous tasks. This task will take one (1) workshop to present.

G.4 Develop Proposed Rate Structures - Based on the committee's criteria weightings and preferences from review of the several types of rate structures as discussed above, we will identify up to three (3) alternative water rate structures for technical design. In this task, we will design rate parameters, and test the rate structure using simulation modeling on the City's billing data. Simulation analysis will be provided by Valor Water.

G.5 Present Findings to the PSC and Develop Recommendations – We will provide the outputs from the rate simulations and provide a preliminary scoring of each against the PSC's established criteria. We will present these findings to the PSC for further deliberation and discussion. Additional simulations will be prepared if the PSC determines there is a need to do so. We anticipate it will take up to two (2) workshops with the PSC to reach concurrence a recommendation.

G.6 Prepare Presentation of PSC Findings for City Council – We will present the PSC recommendation to the Santa Fe City Council, Public Utility Committee,

Finance Committee, and/or other committees as directed. We anticipate three (3) total presentations; two at the committee level and one for the full City Council.

2. COMPENSATION

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of three hundred thirty eight thousand ($338,000.) exclusive of gross receipts tax so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered a sum not to exceed four hundred eighty four thousand eight hundred eight dollars ($484,808), exclusive of gross receipts tax. Compensation shall be paid only for services actually performed as outline in Exhibit "D" attached hereto and incorporated herein.

3. TERM.

Article 5 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 terminate on June 30, 2019, unless terminated pursuant to Paragraph 6, infra.

4. 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: 7/5/18

CONTRACTOR:
JMa Municipal Advisors

NAME & TITLE

Date: 7-17-18

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 6/27/18

APPROVED AS TO FORM:

5/23
CITY ATTORNEY

APPROVED:

7-23-18
7-3-18
FINANCE DIRECTOR

52300.510300; 52451.510300; 52251.510300
Business Unit/Line Item

JMa™
Municipal Advisors

February 26, 2018

MEMORANDUM

TO: Shannon Jones; Shirlene Sitton **CC:** Dave Yanke

FROM: Jason Mumm

RE: Proposed Budget for Environmental Services Cost-of-Service and Rate Design Study

This memorandum provides the Santa Fe Utilities Department and Environmental Services Division (ESD) with an estimate of expected costs to conduct a comprehensive cost-of-service analysis and rate study related to the services provided by ESD. These analyses and related efforts are proposed for the FY18-19 budget year to be included in addition to other services provided by JMa Municipal Advisors. NewGen Strategies & Solutions (NewGen) will serve as our subcontractor for the services described below, and Dave Yanke has been identified by NewGen as the project manager. JMa Municipal Advisors is the prime contractor for the services and will have supervisory and quality assurance responsibilities for the proposed work.

Summary of Proposed ESD Study

The NewGen scope of work will include the following tasks.

1. ***Project Initiation and Data Gathering*** – includes a kickoff meeting, data request, and follow-up requests as needed to gather the information needed to conduct the remainder of the work.
2. ***Current Cost of Service Analysis*** – includes assigning and allocating costs to various cost centers and among the various customer classes based on usage characteristics. This effort documents the current cost structure for ESD. It results in a "test year" revenue requirement and a calculation of that year's cost-of-service.
3. ***Forecasted Cost of Service Analysis*** – includes forecasting the cost structure in Task 2 to future periods. This task will include coordination of the financial plan forecast already prepared by JMa. This task results in 5-year forecast of the cost-of-service using the parameters develop in Task 2.
4. ***Program Revenue Stream Analysis and Rate Development*** – includes analysis of the existing rate structure's performance, and development of recommendations to update the structure to match the cost-of-service results. It results in the determination of various proposed rate structures, and a comparison of revenues at existing rates with the recommended rates.
5. ***Report Preparation*** – includes comprehensive documentation of the study inputs and analyses. Results in an electronic version of the report and hard copies as requested.
6. ***Public Presentations*** - includes up to three (3) public meetings to present the findings and recommendations. Specific dates and times TBD by the City. JMa will attend these meetings with NewGen.
7. ***Development of Computer Model and Training of City Staff*** – Includes delivery of the Excel models used in the study and training of the City's staff on using the models.

For additional detail, the written proposal from NewGen is included as an attachment to this memorandum.

Summary Budget

Task	NewGen Proposal	JMa Costs*	Total Costs
Cost-of-Service and Training Module (Tasks 1-5, and Task 7)	$48,500	$4,850	$53,350
Public Meetings (Task 6)	$5,550	$555	$6,105
Travel Expenses for JMa**		$2,500	$2,500
TOTAL	**$54,050**	**$7,905**	**$61,955**

* based on PSA with City of Santa Fe, JMa charges a 10% fee on top of subcontractor costs.
** JMa to attend public meetings; this is an allowance for specific travel related expenses only.

JMa™
Municipal Advisors

May 15, 2018

MEMORANDUM

TO: Shannon Jones **CC:** Maya Martinez

FROM: Jason Mumm

RE: Proposed Budget for Water Rate Restructuring, Phase 1

This memorandum provides the Santa Fe Utilities Department and the Water Division (Water) with an estimate of expected costs to conduct a comprehensive restructuring of the existing water rates. The current water rate was first implemented in 2004 and has been increased but not changed in terms of its overall structure since then. These analyses and related efforts are proposed for the FY18-19 budget year to be included in addition to other services provided by JMa Municipal Advisors. The tasks will include policy setting with a proposed Policy Steering Committee (PSC) made up of local residents, elected officials, and other stakeholders in the community. Based on input received from the PSC, JMa will propose and test alternative rate structures and evaluate them with the PSC in public meetings. We will be assisted in the rate design, testing, and evaluation tasks by Christine Boyle, Ph.D. and her firm, Valor Water Analytics.

The scope of work proposed herein is the first of two anticipated phases. Phase 1 will include work with the PSC to develop a recommendation for new water rates that will be presented to the Santa Fe City Council. Phase 2 will include work with the City Council to refine the recommended rates if needed, and to work with Water to implement the selected rate structures. Phase 1 will take place during FY18-19 and Phase 2 would be scheduled for FY19-20.

Summary of Proposed Water Rate Restructuring Task, Phase 1:

1. ***Project Initiation and Data Gathering*** – includes a kickoff meeting, data request, and follow-up requests as needed to gather the information needed to conduct the technical analysis on the water rates in future steps. The information requested will include billing data and may include a technology assessment conducted by Valor Water.
2. ***Initial Visioning and Criteria Definition*** – we will help organize, schedule, and facilitate meetings of a PSC (or similar type of committee by some other name) to include the following visioning steps:
    a. ***Background Information*** – we will provide the PSC members with a history of the existing water rate structure, including a summary of the 2003-04 work that led to its implementation. We also review the current status of the Water Division's financial situation and its current cost-of-service study findings showing the cost of serving each of Santa Fe's classes (residential, commercial, multi-family, others).
    b. ***Criteria Definition*** – we will review the most common criteria used for selecting water rate structures and work with the PSC to determine the relative importance of these common criteria for Santa Fe. Additional criteria will also be considered and weighted.
    c. ***Workshops*** – we anticipate up to four (4) total meetings and workshops to accomplish the above objectives. Meetings will be held on-site in Santa Fe at a location to be determined and coordinated with the Utilities Department.

3. ***Review of Possible Rate Structures*** – we will list a number of water rate structures showing the conceptual characteristics of each and how each compares to the criteria established by the PSC. Essentially, there are several different types of rate structure (e.g., Santa Fe currently uses what is called an "inclining block" rate structure with a seasonal tier level), and we will educate the PSC as to what those different structures entail, and the strengths and weaknesses of each relative to the criteria the PSC developed in the previous tasks. This task will take one (1) workshop to present.
4. ***Develop Proposed Rate Structures*** - Based on the committee's criteria weightings and preferences from review of the several types of rate structures as discussed above, we will identify up to three (3) alternative water rate structures for technical design. In this task, we will design rate parameters, and test the rate structure using simulation modeling on the City's billing data. Simulation analysis will be provided by Valor Water.
5. ***Present Findings to the PSC and Develop Recommendations*** – We will provide the outputs from the rate simulations and provide a preliminary scoring of each against the PSC's established criteria. We will present these findings to the PSC for further deliberation and discussion. Additional simulations will be prepared if the PSC determines there is a need to do so. We anticipate it will take up to two (2) workshops with the PSC to reach concurrence a recommendation.
6. ***Prepare Presentation of PSC Findings for City Council*** – We will present the PSC recommendation to the Santa Fe City Council, Public Utility Committee, Finance Committee, and/or other committees as directed. We anticipate three (3) total presentations; two at the committee level and one for the full City Council.

We anticipate the City Council and/or its committees may wish to further refine the rate structure recommended by the PSC. Additional analyses will be provided on request, but this and any tasks related to implementing the new rate structure are reserved for Phase 2 and will be budgeted in the FY19-20 timeframe.

Summary Budget

Task	JMa	Valor Water	Total Costs
Project management, PSC workshops, Council/committee presentations	$110,000		$110,000
Rate Simulation Technology and Related Services*		$50,000	$50,000
Travel Expenses (10 workshops or meetings)	$15,000	$5,000	$20,000
TOTAL**	**$125,000**	**$45,000**	**$180,000**

* Budget for Valor Water includes license fees for software-as-a-service technology that includes Valor Water's Rate Simulator tools. License fees are renewed annually. We will review all fees with the City prior to undertaking the work. However, for the purposes of the project budget, these fees are included.

** Total does not include GRT

	Water Division	Wastewater Division	Envir. Svc. Division	Total
Financial Plan Updates	$32,000	$32,000	$32,000	$96,000
Cost of Service Study	$0	$0	$62,000	$62,000
Rate Restructuring Phase 1	$180,000	$0	$0	$180,000
Subtotal	$212,000	$32,000	$94,000	$338,000
GRT %	8.31%	8.31%	8.31%	
GRT $	$17,622	$2,660	$7,813	$28,095
Grand Total w/ GRT				$366,095

ITEM # 17-0943

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and JMa Municipal Advisors (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

The basic tasks that the Contractor will be expected to accomplish for the project are listed, but not limited to, the following items:

A. COMPREHENSIVE WATER DIVISION, WASTEWATER DIVISION AND ENVIRONMENTAL SERVICES DIVISION (SOLID WASTE) FINANCIAL PLANS

Evaluate and update as necessary the current Financial Plans by comparing starting cash balances, projected revenues and revenue requirements over the forecast period. Analyze each division's operating and capital plan needs. Present update to the Public Utilities Committee and City Council

B. DOCUMENTATION AND REPORTING

The Contractor shall provide the City with thorough documentation in support of the analysis, City Council study sessions and shall present the study findings to the City Council upon substantial completion of the scope of work. The City shall be provided with a reasonable number of copies of the written report, and all presentation materials upon request.

C. MEETINGS

The Contractor will need to meet with staff on several occasions during the course of work. In addition to these staff meetings, the Contractor's cost proposal shall include the following meetings at a minimum for each of the (3) three divisions and shall incorporate a cost proposal indicating exactly who on the Contractor's project team will attend these meetings;

the total cost for attending, including expenses; and the cost proposal shall assume three (3) hours for each meeting.

C.1 Financial Update Kickoff meeting

C.2 Current Financial Plan update meeting with Wastewater, Environmental Services and Water Divisions.

C.3 Cost of Service update meeting with Wastewater, Environmental Services and Water Divisions.

C.4 Public Utilities Committee meeting and Finance Committee meeting.

C.5 City Council Presentation

D. RATE MODEL SUPPORT FINANCIAL ON-CALL CONTRACT

The Contractor shall provide rate model updates, rate financial forecasts and rate model maintenance as requested by the City using generally accepted utility ratemaking methodologies and applicable New Mexico and Federal law. Work shall be initiated by a City work order and shall be based on hourly rates and required Contractor time to complete the tasks identified in the City work order.

D.1 *Rate Model Work Orders* – The Contractor shall perform work identified in individually approved City work orders including, but not limited to: Annual revenue forecast support and rate model maintenance based on updated assumptions and governing body directives.

D.2 *Collection of needed information* – The Contractor shall provide the City with a data request that will outline information needed to evaluate the City work order.

D.3 *Evaluate effects of City work order* – The Contractor shall use information available from the utility billing system and the existing financial plan to evaluate the effects of the scope of work identified in the City work order.

D.4 *Calculate the revenue impacts* – The Contractor shall use information available from the existing financial plan to determine the revenue impacts.

D.5 *Document results* – The Contractor shall document the results of the analysis in a memorandum that shall be provided to the City along with all work papers, computer model outputs or other

supporting information. Work orders may require presentation at City Committees or City Council.

E. UTILITY COST-OF-SERVICE STUDY (Water, Wastewater and Environmental Services- Solid Waste)

The Contractor shall collect the necessary data/information and take all efforts necessary to calculate and update the utility user charges (i.e. rates) for the City using generally accepted utility ratemaking methodologies as described by the American Water Works Association, Manual M1 (Manual M1 describes the methods for developing water rates and charges).

E.1 *Collection of needed information* - The Contractor shall provide the City with data requests outlining information needed to calculate the utility user charges.

E.2 *Calculate the revenue requirements* – The Contractor shall use information available from the existing financial plan to determine the revenue requirements.

E.3 *Allocate revenue requirements in a cost-of-service study* – The Contractor shall allocate revenue requirements to the City's various customer classes using generally accepted cost-of-service allocation techniques.

E.4 *Develop recommendations for updating existing utility* rates – The Contractor shall work with the City to update the existing rates based on the findings of the cost-of-service allocation described above.

F. The Contractor shall provide On Call Financial Services as requested for the City work shall be initiated by a City work order and shall be based on hourly rates and required Contractor time to complete the tasks identified in the City work order.

2. 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 and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one hundred forty six thousand eight hundred eight dollars ($146,808), plus applicable gross receipts taxes as outlined in Exhibit "A" attached hereto.

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.

C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed.

4. 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.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and terminate on June 30, 2018, unless sooner pursuant to Article 6 below. This Agreement shall have the option to be renewable for up to three (3) additional twelve (12) month terms, with

the mutual agreement of both parties.

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. 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 Agreement.

8. 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.

9. 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.

10. 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.

11. 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.

12. INSURANCE

A. The Contractor, 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, in a form and with an insurance company 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 property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. 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.

20. 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.

21. 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.

22. 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:

City of Santa Fe:
Water Division Director
Water Division
801 W. San Mateo
Santa Fe, NM 87504

Contractor:
Jason Mumm
JMa Municipal Advisors
825 La Farge Ave.
Louisville, CO 80027

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: 9/13/17

CONTRACTOR:
JMa Municipal Advisors

NAME & TITLE JASON MUMM

DATE: 9-18-2017

CRS #03-382086-00-4
City of Santa Fe Business
Registration # 17-00145070

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 8/23/17

APPROVED AS TO FORM:

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

ADAM JOHNSON, FINANCE DEPARTMENT

52300, 52251, 52451 . 510300 Business Unit Line Item

	Water Division	Wastewater Division	Envir. Svc. Division	Total (excluding GRT)
Financial Plan Updates	$19,202	$42,000	$33,500	$94,702
Cost of Service Study	$52,106	0	0	$52,106
Total less GRT	$71,308	$42,000	$33,500	$146,808
Total	**$71,308**	**$42,000**	**$33,500**	
		GRT		$12,203.42
		Total		$159,011

Exhibit "A"

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

ISSUE NO. 7G

Request Approval of Change Order #3 Sub Surface for FY 20/21 Priority Line Replacement in the Amount of $1,626,562.50 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: Pulled by Councilor's Garcia and Lindell for further information regarding funding. 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		

City of Santa Fe, New Mexico

memo

Date: April 7, 2020

To: Public Works/Public Utilities Committee/Finance Committee

From: Bill Huey, Water Division Engineer BH

Via: Jesse Roach, Water Division Director JR
Shannon Jones, Public Utilities Department Director SJ

RE: Extension of Contract for Priority Line Replacements with Sub Surface, Inc.

ITEM AND ISSUE:

Water Division request's the Approval of Contract Extension in the Total Amount of $1,626,562.50 including tax for FY 2021 Priority Line Replacements, CIP #3054, with Sub Surface, Inc. (Bill Huey, bchuey@santafenm.gov, 955-4273).

BACKGROUND AND SUMMARY:

This is an on-call contract and no specific amount of work will be guaranteed. The work consists of, but is not limited to: furnishing all equipment, labor and materials for the construction 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, and traffic control as required to extend or replace water distribution, water storage, and water supply infrastructure, in accordance with signed Work Order(s), the drawings, specifications, and other Contract Documents. Most of this work will consist of the installation of new, poly-wrapped ductile iron pipe.

This contract was first awarded in Fiscal Year 1718. By the end of the current fiscal year, Sub Surface will have completed projects totaling approximately 9,100 feet of main replacement. The structure of this contract allows for more time being spent on the projects instead of having to bid each one separately as was done previous years.

Compensation for this contract will be increased by **$1,626,565.50** inclusive of NMGRT for FY20/21, and the term will be extended for one additional fiscal year. The contract will be paid on a per work order basis. Funds for this work are available as follows: $1,624,000 from Business Unit, Line Item 5050395.572970. The contract can be amended to reflect the funds allotted for work conducted in future years, if applicable.

ACTION REQUESTED:

Staff requests:

- Review and approval of contract extension for Sub Surface, Inc. for Priority Line Replacements for the additional amount of $1,626,565.50 including NMGRT for FY20/21.

- 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 06:32 MDT)

Email: bchuey@santafenm.gov

Signature:

Email: jdroach@santafenm.gov

Signature: Shannon Jones (Jun 4, 2020 10:42 MDT)

Email: swjones@santafenm.gov

CHANGE ORDER
for:
#17-1348; #18-0601; #19-0393

Priority Line Replacements ***BID 18/05/B - CIP # 3054***

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)	$	1,626,562.50

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).....	$	1,083,125.00
Net Change by Previous Change Orders (including gross receipts tax)	$	3,250,562.50
Contract sum will be Increased by this Change Order (including gross receipts tax)	$	1,626,562.50
New Contract Sum including this Change Order (including gross receipts tax)	$	5,960,250.00

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 Department Director
By: _____ Date: _____

Finance Director
By: _____ Date: _____

City Attorney
By: MDM 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

3 Complete information requested

☐ Plus GRT

☑ Inclusive of GRT

Original Contract Amount: $1,083,125.00

Termination Date: 240 NTP

☑ Approved by Council Date: December 13, 2017

☐ or by City Manager Date:

Contract is for: Priority Line Replacement

Amendment # CO #3 to the Original Contract# 17-1348

Increase/(Decrease) Amount $ $1,626,562.50

Extend Termination Date to: June 30, 2021

☑ Approved by Council Pending

☐ or by City Manager Date:

Amendment is for: Inrease comp asnd term for new fy 20/21

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments)

☐ Plus GRT

☑ Inclusive of GRT

Amount $ 1,083,125.00 of original Contract# 17-1348 Termination Date: 240 ntp

Reason: Priority Line Replacement #17-1348

Amount $ 1,624,000.00 amendment # CO#1 Termination Date: 6/30/2019

Reason: Increase to term and comp for new FY #18-0601

Amount $ 1,626,562.50 amendment # CO#2 Termination Date: 6/30/2020

Reason: Increase comp for FY 19/20 and extend term

Amount $ 1,626,562.50 amendment # CO#3 Termination Date: 6/30/2021

Reason: Increase Comp and Term for FY 20/21

Total of Original Contract plus all amendments: $ $5,960,250.00

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

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

RFP# 18/05/B Date: November 2, 2017

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

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

Fran Dunaway (Jul 23, 2020 13:22 MDT)

Purchasing Officer Review **Signature:**

Email: fadunaway@santafenm.gov

Comments or Exceptions: _____

7 **Funding Source:** Water CIP **BU/Line Item:** 50395.572970

Alexis Lotero (Jul 23, 2020 13:14 MDT)

Budget Officer Approval **Signature:**

Email: aclotero@ci.santa-fe.nm.us

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:** Maya Martinez

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:

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Sub Surface Contracting

Procurement Title: Priority Line Replacment, RFP 18/05/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 **Signature:** Fran Gunaway (Jun 11, 2020 09:50 MDT) Date

Email: fadunaway@santafenm.gov

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 Utilities	Department Name:	
Division Name:	Water	Division Name:	Transmission & Distribution

Financial Information

Amount Requested:	$1,626,562.50	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 expense. The Contractor (Sub Surface Contracting, Inc.) replaces outdated and undersized water mains and other infrastructure on projects determined by the Water Division. The Contractor was the lowest cost option as determined by 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 Water Division (City) is required to provide adequate and safe water to our customers. Adequately sized water mains are required for Fire Protection and customer service connections. Outdated mains often break causing service disruptions and damage to streets and potentially customer property.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.
No department in the City has adequate employees trained to replace water mains.

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.
Under sized water mains may not provide required Fire Protection. Broken mains cause damage to City streets and can impact customer owned property.

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 not approved, there is no alternate source of funds to replace water mains and infrastructure. No other entity provides this type of service.

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

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
INSURED Sub Surface Contracting Inc 27A Paseo De River St Santa Fe, NM 87507	INSURER B : Builders Trust of New Mexico INSURER C : 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 CLAIMS-MADE [X] OCCUR X PD Ded: $500 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			Z75944	7/1/2019	7/1/2020	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 $ 250,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			Z75944	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB CLAIMS-MADE DED [X] RETENTION $ 0			Z75944	7/1/2019	7/1/2020	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0692	1/1/2020	1/1/2021	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 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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ITEM # 19-0393

CHANGE ORDER
for:
#17-1348; #18-0601

City Wide Water Utility Consturction & Repair Contract ***BID 18/05/B - CIP # 3054***

TO: Sub Surface Contracting, Inc.
27-A Paseo De River
Santa Fe, NM 87507

Change Order #:
Date: 4/15/20

You are hereby directed to make the following changes in this contract:

1. Increase compensation (inclusive NMGRT) $ 1,626,562.5

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)	$	1,083,125.0
Net Change by Previous Change Orders (including gross receipts tax)	$	1,624,000.0
Contract sum will be Increased by this Change Order (including gross receipts tax)	$	1,626,562.5
New Contract Sum including this Change Order (including gross receipts tax)	$	4,333,687.50

Please review, sign and return all copies of this change order as soon as possible for final approval.

CHANGES APPROVED:

Contractor:
By: Koledin
Title: V-P
Date: 4/25/19
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: _____

Public Utilities Department Director
By: _____ Date: _____

Finance Director
By: _____ Date: 5/30/19

City Attorney
By: _____ Date: 4/17/19

Mayor
By: _____ Date: 5/31/19

City Clerk
By: Yolanda Y. Vigil
Date: 5-31-19
cc mtg 5/29/2019

ITEM # 18-0601

CHANGE ORDER
for:

City Wide Water Utility Consturction & Repair Contract ***BID 18/05/B - CIP # 3054***

TO: Sub Surface Contracting, Inc.
27-A Paseo De River
Santa Fe, NM 87507

Change Order #:
Date: 4/17/201

You are hereby directed to make the following changes in this contract:

1. Increase compensation (inclusive NMGRT) $ 1,624,000.00

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).....	$	1,083,125.00
Net Change by Previous Change Orders (including gross receipts tax)	$	-
Contract sum will be Increased by this Change Order (including gross receipts tax)	$	1,624,000.00
New Contract Sum including this Change Order (including gross receipts tax)	$	2,707,125.00

Please review, sign and return all copies of this change order as soon as possible for final approval.

CHANGES APPROVED:

Contractor:
By: [signature]
Title: VP
Date: 10/18/18
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: [signature] Date: 6/20/18

Interim Public Utilities Director
By: [signature] Date: 6/20/18

Finance Director
By: [signature] Date: 6/5/18

City Attorney
By: [signature] Date: 4/19/18

Mayor
By: [signature]
Date: June 11, 2018

City Clerk
By: Yolanda Y. Vigil
Date: 6-22-18
CC mtg. 5/30/18

ITEM # 17-1348

CITY OF SANTA FE
CAPITAL IMPROVEMENTS PROGRAM

AGREEMENT BETWEEN OWNER
AND CONTRACTOR

This Agreement is entered into this 13th day of December, 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:	Priority Line Replacements
PROJECT NO.:	3054

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 December 13, 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 work consists of, but is not limited to: furnishing all equipment, labor and materials for the construction 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 or replace water distribution, water storage, and water supply infrastructure, in accordance with signed Work Order(s), the drawings, specifications, and other Contract Documents. Most of this work will consist of the installation of new, poly-wrapped ductile iron pipe.

This contract will be an on-call contract and no specific amount of work will be guaranteed. All work shall be assigned on a Work Order basis. The Work Order shall describe the work required and the agreed upon time frame to accomplish that work.

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 commence no later than ten (10) consecutive calendar days after the date of written Notice to Proceed. Substantial completion of all construction operations except landscaping and seeding shall be achieved no later than (240) two-hundred and forty calendar days after the written Notice to Proceed, except as hereafter extended by valid written Change Order by the Owner. This Agreement may be terminated by the City upon 10 days written notice to the Contractor. The Term may be extended for three (3) additional twelve (12) month periods by the written agreement of the Parties amending this Contract.

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 one million eight three thousand one hundred twenty five dollars ($1,083,125.00) inclusive of NMGRT. 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 eighty three thousand one hundred twenty five dollars ($83,125.00) 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	$ 1,000,000.00
Gross Receipts Tax	$ 83,125.00
TOTAL	$ 1,083,125.00

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 (240) two hundred and forty calendar day contract period including landscape and seeding operations. 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 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.

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: 12/16/17

CONTRACTOR:
SUB SURFACE

NAME & TITLE

DATE: 12/21/17

NM Taxation and Revenue CRS
No 02-104256-000
City of Santa Fe Business Registration
No. 17-00046991

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 12/13/17

APPROVED AS TO FORM:

11/6

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

12-19-17

ADAM K. JOHNSON, FINANCE DIRECTOR

52305.572970

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

ISSUE NO. 7D

Request Approval of Amendment #3 - with MNM Office of Archaeological Services for FY 2020/21 in the amount of $100,000 plus NMGRT (Paul Duran, Archaeological Technician, Public Utilities, paduran@santafenm.gov, 955-4234)

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: Fran Dunaway, Purchasing

From: Paul A. Duran, Water Division Archaeological Technician

Via: Shannon W. Jones, Public Utilities Director
Jesse D. Roach, Water Division Director
Brian K. Snyder, Water Division Engineering Manager

RE: Request approval of Exempt Procurement for a contract with Dr. Eric Blinman, Director of MNM Office of Archaeological Studies in the amount of $100,000 (plus NMGRT) to provide continued service to Water Division construction projects.

ITEM AND ISSUE

The Water Division requests approval of an exempt procurement for a contract in the amount of $100,000 plus NMGRT to the contract with Dr. Eric Blinman, Director of MNM Office of Archaeological Studies (OAS) to allow for the continuation of needed repair and replacement work throughout the City until June 30, 2021.

BACKGROUND AND SUMMARY

OAS provides archaeological support to the Water Division as needed for work such as water line replacements and emergency repairs. Procurement with OAS are exempt from Procurement Code under New Mexico Statute 13-1-98.

Fran Dunaway, CPO 5/12/20

City of Santa Fe, New Mexico

memo

Date: March 12, 2020

To: Public Utilities Committee / Finance Committee / City Council

From: Paul A. Duran, Water Division Archaeological Technician PAD

Via: Shannon Jones, Public Utilities Department director SJ
Jesse Roach, Water Division Director JR
Brian K. Snyder, Water Division Engineering Manager BKS

RE: Request approval of Exempt Procurement for a contract with Eric Blinman, Director of the New Mexico Office of Archaeological Studies (OAS) in the amount of $100,000 (plus NMGRT) to provide continued service to the Water Division construction projects.

ITEM AND ISSUE:

The Water Division requests approval of a exempt procurement for a contract in the amount of $100,000 plus NMGRT to the contract with Eric Blinman, Director of the MNM Office of Archaeological Studies (OAS) to allow for continuation of needed repair and replacement work throughout the City until June 30, 2021.

BACKGROUND AND SUMMARY:

OAS provides archaeological support to the Water Division as needed for work such as water line replacements and emergency repairs. Procurements with OAS are exempt from Procurement Code under New Mexico Statute 13-1-98.

Funds for this work are available in Business Unit, Line Item 5050381.510310 in the amount of $100,000.00 plus NMGRT.

Signature: Paul A. Duran
Paul A. Duran (Jun 4, 2020 07:10 MDT)

Email: paduran@santafenm.gov

Signature: Brian K. Snyder
Brian K. Snyder (Jun 4, 2020 08:22 MDT)

Email: bksnyder@santafenm.gov

Signature:

Email: jdroach@santafenm.gov

Signature:
Shannon Jones (Jun 4, 2020 10:42 MDT)

Email: swjones@santafenm.gov

CITY OF SANTA FE
AMENDMENT No. 3 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#18-1371; #19-0396; #19-0925

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated December 12, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Office of Archaeological Studies (the "Contractor"). The date of this Amendment shall be the date when the City and the Contractor execute it whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide professional archeological services for the City;

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

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one hundred thousand dollars ($100,000) excluding applicable gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed and such compensation not to exceed three hundred thousand dollars ($300,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling twenty five thousand three hundred twelve dollars and fifty cents ($25,312.50) 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 three hundred twenty five thousand three hundred twelve dollars and fifty cents ($325,312.50). 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.**

2. TERM.

Article 5 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.

3. 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. 3 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:
Office of Archaeological Studies

_____
NAME & TITLE

Date: _____

CRS#02-171616-001
Registration # NA

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

MDM 4/16/20
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

5050381.510310
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 Office of Archaeological Studies

3 Complete information requested

☑ Plus GRT

☐ Inclusive of GRT

Original Contract Amount: $100,000.00

Termination Date: June 30, 2019

☑ Approved by Council Date: December 12, 2018

☐ or by City Manager Date:

Contract is for: Archaeological studies for line projects

Amendment # 3 to the Original Contract# 18-1371

Increase/(Decrease) Amount $ $100,000.00

Extend Termination Date to: June 30, 2021

☑ Approved by Council Pending

☐ or by City Manager Date:

Amendment is for: Increase the comp and extend term for Fy 20/21

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments)

☑ Plus GRT

☐ Inclusive of GRT

Amount $ 100,000.00 of original Contract# Pending Termination Date: 6/30/2019
Reason: arch services

Amount $ 0.00 amendment 1 Termination Date: 6/30/2020
Reason:

Amount $ 100,000.00 amendment 2 Termination Date: 1/0/1900
Reason:

Amount $ 100,000.00 amendment # 3 Termination Date: 6/30/2021
Reason:

Total of Original Contract plus all amendments: $ $300,000.00

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 Procurement approved 9/12/18 and pending

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

Fran Dunaway, CPO 5/12/20

Purchasing Officer Review

Comments or Exceptions: _____

7 **Funding Source:** WATER **BU/Line Item:** 5050381.510310

Alexis Lotero
Alexis Lotero (Jul 23, 2020 13:33 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 OTHER METHOD PROCUREMENT CHECKLIST

Contractor Name: Office of Archaeological Studies; Museum Of New Mexico

Procurement Title: OAS Exempt

Other Methods: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☒ *Exempt* ☐ *Other* ☐

Department Requesting/Staff Member: PUD/Water/I Paul Duran

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:

Public Utilities/Water Division/Engineering/ Paul Duran Archaeological Technician
Department Rep Printed Name and Title

Department Rep Signature attesting that all information included

Fran Dunaway, CPO 5/12/20
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.

Paul Duran Archaeological Technician
Department Rep Printed Name and Title

_____
Department Rep Signature attesting that all information included

Signature: Fran Dunaway, CPO (May 12, 2020) 5/12/20

Email: fadunaway@santafenm.gov

Signature:

Email:

NEW MEXICO
GENERAL SERVICES DEPARTMENT
RISK MANAGEMENT DIVISION

EVIDENCE OF COVERAGE

MEMORANDUM NUMBER:RMD-EOC-FY20

This Evidence of Coverage is used as a matter of information only and confers no rights upon the Certificate Holder. This Evidence of Coverage does not amend, extend, or alter the coverage afforded by the Tort Claims Act or the applicable Certificates of Coverage or policies for the type(s) of coverage listed below.

CERTIFICATE HOLDER INFORMATION

INSURED: OFFICE OF CULTURAL AFFAIRS DEPART (50500)

LOSS PAYEE: TO WHOM IT MAY CONCERN

Coverage Period:
12:00 AM 07/01/19 to 11:59 PM 06/30/20

This is to certify that the Insured has the coverages listed below for the period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this Evidence of Coverage may be used or may pertain, the coverages indicated in this Evidence of Coverage are subject to all terms, exclusions, and conditions of the Certificates of Coverage and other insurance policy(s) to which this Evidence of Coverage pertains. Property and Liability Certificates of Coverage may be obtained by contacting the State of New Mexico's Risk Management Division at 505-827-2036.

Type of Coverage	Limit of Liability/Coverage
A) Liability i. General Liability ii. Automobile Liability iii. Law Enforcement iv. Civil Rights	Statutory Limit NMSA § 41-4-19
B) Workers Compensation.....	Statutory Limits NMSA § 52-1-1 et seq.
C) Property..... i. Auto Physical Damage	$550,000,000.00 Limit Actual Cash Value (ACV)
D) Medical Malpractice	Statutory Limit NMSA § 41-4-19
E) Boiler & Machinery.....	$100,000,000.00 Limit
F) Fine Arts.....	$300,000,000.00

Per 66-5-207, NMSA 1978, - A motor vehicle owned by the United States Government, any state, or political subdivision of the state, is exempt from the Mandatory Financial Responsibility Act.

Per 66-6-15(E), NMSA 1978, - A vehicle or trailer owned by and used in the service of the State of New Mexico or any county or municipality thereof need not be registered but must continually display plates furnished by the Transportation Services Division of the General Services Department.

Should any of the above coverages for the Covered Party be changed or withdrawn prior to the expiration date issued above, the State of New Mexico will notify the Certificate Holder, but failure of such notification shall impose no obligation or liability of any kind upon the State of New Mexico, its agents, or representatives.

Authorized Representative:		Clinton Nicley
Date Issued:	7-1-2019	Clinton Nicley, Director, Risk Management Division , GSD

N. M. S. A. 1978, § 41-4-19

§ 41-4-19. Maximum liability

Effective: July 1, 2008

A. Unless limited by Subsection B of this section, in any action for damages against a governmental entity or a public employee while acting within the scope of the employee's duties as provided in the Tort Claims Act, the liability shall not exceed:

(1) the sum of two hundred thousand dollars ($200,000) for each legally described real property for damage to or destruction of that legally described real property arising out of a single occurrence;

(2) the sum of three hundred thousand dollars ($300,000) for all past and future medical and medically related expenses arising out of a single occurrence; and

(3) the sum of four hundred thousand dollars ($400,000) to any person for any number of claims arising out of a single occurrence for all damages other than real property damage and medical and medically related expenses as permitted under the Tort Claims Act.

B. The total liability for all claims pursuant to Paragraphs (1) and (3) of Subsection A of this section that arise out of a single occurrence shall not exceed seven hundred fifty thousand dollars ($750,000).

ITEM # 19-0925

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#18-1371

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated December 12, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Office of Archaeological Studies (the "Contractor"). The date of this Amendment shall be the date when the City and the Contractor execute it whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide professional archeological services for the City;

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

1. TERM.

Article 5 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 terminate on June 30, 2020 unless terminated pursuant to Paragraph 6, infra.

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. 2 to the

City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 12/17/2019

CONTRACTOR:
Office of Archaeological Studies

DIRECTOR

NAME & TITLE

Date: 10/28/19

CRS#02-171616-001
Registration # NA

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CCmtg 12/11/19

APPROVED AS TO FORM:

10/11/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

5050381.510310
Business Unit/Line Item

ITEM # 19-0396

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#18-1371

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated December 12, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Office of Archaeological Studies (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, Contractor has agreed to provide professional archeological services for 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. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one hundred thousand dollars ($100,000) excluding applicable gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed and such compensation not to exceed two hundred thousand dollars ($200,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling sixteen thousand eight

hundred seventy five dollars ($16,875) 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 sixteen thousand eight hundred seventy-five dollars ($216,875). 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.**

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: 6/6/19

CONTRACTOR:
Office of Archaeological Studies

NAME & TITLE

Date: 4/23/19

CRS#02-171616-001
Registration # NA

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg 5/29/2019

APPROVED AS TO FORM:

4/15
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52300.510310
Business Unit/Line Item

EVIDENCE OF COVERAGE

MEMORANDUM NUMBER:RMD-EOC-FY19

This Evidence of Coverage is used as a matter of information only and confers no rights upon the Certificate Holder. This Evidence of Coverage does not amend, extend, or alter the coverage afforded by the Tort Claims Act or the applicable Certificates of Coverage or policies for the type(s) of coverage listed below.

CERTIFICATE HOLDER INFORMATION

INSURED: STATE OF NEW MEXICO **LOSS PAYEE: TO WHOM IT MAY CONCERN**
and
DEPARTMENT OF CULTURAL AFFAIRS (50500)

Coverage Period:

12:01 AM 07/01/18 to 12:01 AM 07/01/19

This is to certify that the Insured has the coverages listed below for the period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this Evidence of Coverage may be used or may pertain, the coverages indicated in this Evidence of Coverage are subject to all terms, exclusions, and conditions of the Certificates of Coverage and other insurance policy(s) to which this Evidence of Coverage pertains. Property and Liability Certificates of Coverage may be obtained at http://www.generalservices.state.nm.us/riskmanagement/Resources_1.aspx

Type of Coverage	Limit of Liability/Coverage
A) Liability i. General Liability ii. Automobile Liability iii. Law Enforcement iv. Civil Rights	Statutory Limit NMSA § 41-4-19
B) Workers Compensation.....	Statutory Limits NMSA § 52-1-1 et seq.
C) Property..... i. Auto Physical Damage	$550,000,000.00 Limit Actual Cash Value (ACV)
D) Medical Malpractice	Statutory Limit NMSA § 41-4-19
E) Boiler & Machinery.....	$100,000,000.00 Limit
F) Fine Arts.....	$300,000,000.00

Per 66-5-207, NMSA 1978, - A motor vehicle owned by the United States Government, any state, or political subdivision of the state, is exempt from the Mandatory Financial Responsibility Act.

Per 66-6-15(E), NMSA 1978, - A vehicle or trailer owned by and used in the service of the State of New Mexico or any county or municipality thereof need not be registered but must continually display plates furnished by the Transportation Services Division of the General Services Department.

Should any of the above coverages for the Covered Party be changed or withdrawn prior to the expiration date issued above, the State of New Mexico will notify the Certificate Holder, but failure of such notification shall impose no obligation or liability of any kind upon the State of New Mexico, its agents, or representatives. If you have any questions, contact:

Authorized Representative:		Lara White Davis
Date Issued:	7-1-2018	Lara White Davis, Director, Risk Management Division , GSD

ITEM # 18-137

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 Office of Archaeological Studies 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 be prepared to provide archaeological research, historic research, inventory, monitoring, testing, treatment, analysis, and reporting services as required for City of Santa Fe Water Division projects. The following laboratory analysis specialties may be requested, either in-house or through contracts with specialists include the following materials: pottery, chipped stone, groundstone, fauna, macrobotanical, human remains, pollen, all historic artifact categories, radiocarbon dating, tree-ring dating, luminescence dating, and archaeomagnetic dating. The Contractor may be requested to provide support on projects with GIS, graphic artists, and editors, with both an informal (Administrative Reports) and formal (Archaeology Notes) publication series. The Contractor may also be requested, on behalf of the City of Santa Fe, to prepare and submit artifacts and samples to the Museum of Indian Arts and Culture's Archaeological Research Collections for permanent curation.

B. The Contractor shall work with the Water Division to assess the crew needs and duration of project needs of particular scopes of work. These may include, at the Water Division's discretion, preparation of monitoring plans, execution of monitoring plans, analyses of artifacts, and preparation of monitoring reports. The Contractor may provide other archaeological services as needed.

C. For each scope of work, The Contractor shall prepare a cost estimate based on the approved rates. Contractor estimates shall be submitted to the Water Division for review and approval. If scopes of work change, the Contractor will submit amended estimates for Water Division review and approval prior to initiating additional work. Invoices will be based only on actual work completed.

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed and such compensation not to exceed one hundred thousand dollars ($100,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling eight thousand four hundred thirty seven and fifty cents. ($8,437.50) 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 one hundred eight thousand four hundred thirty seven dollars and fifty cents (108,437.50). 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, 2019** 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 City 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 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. 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 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. 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. 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.

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. 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:
Office of Archaeological Studies
Museum of New Mexico
P.O. Box 2087
Santa Fe, NM 87504-2087

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: 12/17/18

CONTRACTOR:
Office of Archaeological Studies

NAME AND TITLE

DATE: 12/18/18
CRS#02-171616-001
Registration # NA

ATTEST:

Yolanda Y. Vigi

YOLANDA Y. VIGI, CITY CLERK

CC mtg. 12/12/18

APPROVED AS TO FORM:

10/1

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

52300.510310
Business Unit Line Item

ACTION SHEET
PUBLIC WORKS AND PUBLIC UTILITES COMMITTEE MEETING OF 06/22/2020

ISSUE NO. 7I

Request Approval of Award of Bid 20/14/B for FY2021 City Wide Water Utility Pavement Restoration Contract, CIP #3056 to TLC Plumbing & Utility, Inc. in the Amount of $200,000.00 plus NMGRT. (Bill Huey, Engineer, Public Utilities, bchuey@santafenm.gov, 955-4273)

COMMITTEE REVIEW

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

PUBLIC UTILITES COMMITTEE ACTION: Pulled by Councilor Garcia, Unanimously approved to forward to 06/29/2020 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 12, 2020

To: Public Utilities-Public Works Committee / Finance Committee

From: Bill Huey, Water Division Engineer BH
Michael R. Moya, T&D Section Manager MM

Via: Jesse D. Roach, Water Division Director JR

ITEM AND ISSUE:

Request Approval of Award of Bid 20/14/B for FY2012 City Wide Water Utility Pavement Restoration Contract, CIP #3056 to TLC Plumbing & Utility, Inc. at a compensation not to exceed $200,000.00 plus NMGRT per Fiscal Year for a total of $800,000 plus nmgrt for 4 years.

BACKGROUND AND SUMMARY:

On June 9, 2020, the City of Santa Fe opened sealed Bids submitted for the May 25, 2020 Invitation to Bids, CIP Project #3056, Bid # '20/14/B, City Wide Water Utility Pavement Restoration Contract. The City Wide Water Utility Pavement Restoration Contract is a requirements contract with the Water Division issuing work orders as needed for work such as asphalt street replacements, concrete street replacement and emergency street repair. The Contract amount is limited to $200,000.00 plus NMGRT per year.

The Water Division requests that the Bid from TLC Plumbing & Utility (TLC) be accepted as the winning bid for the FY20/21 fiscal year, as it was found to be the lowest acceptable response.

There was only one (1) company that submitted a bid on the due date, TLC. The bid (before NMGRT) from TLC was $55,425.00, therefore, the bid from TLC makes them the presumptive winner.

Funding for this contract will be available upon approval of the FY 20/21 Budget under Org/Obj #5050386.520200 in the amount of $200,000.00 plus NMGRT per fiscal year for at total of $800,000 plus nmgrt. Due to financial uncertainty, the Water Division plans to spend between $50,000 and $200,000 on this contract in FY 20/21, depending on how the financial impact of COVID to Water Division in the near future.

RECOMMENDATION:

The Water Division requests review and approval of:

- Award of Bid # 20/14/B and Contract to TLC in the amount of $200,000.00 plus NMGRT per Fiscal Year for a total of $800,000 plus nmgrt..

- 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 19, 2020 10:03 MDT)

Email: bchuey@santafenm.gov

Signature: Michael Moya (Jun 22, 2020 10:13 MDT)

Email: mrmoya@santafenm.gov

Signature:

Email: jdroach@santafenm.gov

CITY OF SANTA FE

CONSTRUCTION/EGINEERING 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 TLC Plumbing & Utility, Inc., 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 all the work required by the Contract Documents for THE CITY OF SANTA FE PROJECT, CITY WIDE WATER UTILITY PAVEMENT RESTORATION CONTRACT, and consists of, but is not limited to: furnishing all equipment, labor and materials for the replacement of pavement, concrete curb & gutter concrete sidewalk, concrete valve collars and other incidental work such as adjusting valve collars and traffic control all as required to restore the driving, walking and drainage infrastructure, in accordance with the drawings, specifications, and other Contract Documents. Contractor shall begin work within a week of Work Order or call-out.

B Contractor shall be responsible for verifications of all measurements and dimensions for bidding on each subsequent Work Order.

C. Contractor shall be responsible for all permits, fees, and State and City inspections associated with the construction.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to Exhibit "I" attached hereto, and the Scope of Work in the amount of two hundred thousand dollars ($200,000) in FY2021. The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FY2021 totaling sixteen thousand eight hundred seventy five dollars ($16,875) 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 sixteen thousand eight hundred seventy five dollars ($216,875) in FY2021.**

B. The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to Exhibit I" attached hereto, and the Scope of Work in the amount of two hundred thousand dollars ($200,000) in FY2022. The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FY2022 totaling sixteen thousand eight hundred seventy five dollars ($16,875) 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 sixteen thousand eight hundred seventy five dollars ($216,875) in FY2022.**

C. The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to Exhibit "I" attached hereto, and the Scope of Work in the amount of two hundred thousand dollars ($200,000) in FY2023 The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FY2023 totaling sixteen thousand eight hundred seventy five dollars ($16,875) 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 sixteen thousand eight hundred seventy five dollars ($216,875) in FY2023.**

D. The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to Exhibit "I" attached hereto, and the Scope of Work in the amount of two hundred thousand dollars ($200,000) in FY2024 The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FY2024 totaling sixteen thousand eight hundred seventy five dollars ($16,875) 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 sixteen thousand eight hundred seventy five dollars ($216,875) in FY2024.**

E. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed nine hundred thirty-two thousand five hundred sixty-two dollars and fifty cents ($932,562.50) pursuant to Exhibit "I" attached hereto.

F. Payment in FY2021, FY2022, FY2023, and FY2024 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 fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

G. 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, 2024** 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 City 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 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. 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. Construction Contract Performance and Payment Bond.

A. When a construction contract is awarded in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

(1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

(2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more.

8. 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.

9. 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.

10. Release.

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

11. 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.

12. 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.

13. 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.

14. 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.

15. Change Orders.

A. Changes. The Contractor may only make changes or revisions within the Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager

or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

1. Deliverable requirements, as outlined in the Scope of Work;
2. Due date of any Deliverable, as outlined in the Scope of Work;
3. Compensation of any Deliverable, as outlined in the Scope of Work;
4. Agreement compensation, as outlined in Article 2; or
5. Agreement termination, as outlined in Article 4.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1. The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:
   (a) the name of the person requesting the change;
   (b) a summary of the required change;
   (c) the start date for the change;
   (d) the reason and necessity for change;
   (e) the elements to be altered; and
   (f) the impact of the change.

2. The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

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

23. 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

24. 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.

25. 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.

26. 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.

27. 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.

28. 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:
City of Santa Fe
Water Division
801 W San Mateo
Santa Fe, New Mexico 87504

To the Contractor:
TLC Plumbing & Utility
5000 Edith Blvd, NE
Albuquerque, NM 87107
New Mexico License # 51429

29. 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:
TLC Plumbing & Utility, Inc.

Eddie C. Padilla CDO
NAME AND TITLE
Eddie C. Padilla, CDO

DATE: 7/14/20
CRS#02-0226090-000
Registration # 222153

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 16, 2020 13:08 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

5050386.520200
Business Unit Line Item AL

EXHIBIT I – FIXED UNIT PRICE SCHEDULE

BID ITEM	DESCRIPTION	UNIT	EST QNTY.	UNIT PRICE	AMOUNT
100020	Asphalt Pavement Removal & Disposal, < 2"	SY	200	5.00	$ 1000.00
100025	Asphalt Pavement Removal & Disposal, 2"- 6"	SY	200	35.00	$ 7000.00
100030	Concrete Pavement Removal & Disposal, < 2"	SY	10	10.00	$ 100.00
100035	Concrete Pavement Removal & Disposal, 2"- 6"	SY	10	30.00	$ 300.00
100040	Concrete Curb and Gutter Removal & Disposal	LF	25	15.00	$ 375.00
100045	Concrete Sidewalk Removal & Disposal	SY	10	12.00	$ 120.00
100050	Replace Asphalt Street Pavement w/o Laydown Machine, < 2"	SY	100	15.00	$ 1500.00
100052	Replace Asphalt Street Pavement w/o Laydown Machine, 2"- 6"	SY	150	85.00	$ 12750.00
100054	Replace Asphalt Street Pavement with Laydown Machine, < 2"	SY	5	25.00	$ 125.00
100056	Replace Asphalt Street Pavement with Laydown Machine, 2"- 6"	SY	150	70.00	$ 10500.00
100058	Replace Asphalt Street Pavement with Temporary Cold Mix, < 2"	SY	50	10.00	$ 500.00
100060	Replace Asphalt Street Pavement with Temporary Cold Mix, 2"- 6"	SY	5	15.00	$ 75.00
100070	Replace Concrete Street Pavement, < 2"	SY	25	5.00	$ 125.00
100072	Replace Concrete Street Pavement, 2"- 6"	SY	10	90.00	$ 900.00
100075	Replace Concrete Curb & Gutter	LF	5	50.00	$ 250.00
100080	Replace Concrete Sidewalk	SY	5	60.00	$ 300.00
100082	Install/Replace Concrete Valve Collar	EA	5	650.00	$ 3250.00
100085	Replace Gravel Surface, 0"- 2"	CY	50	10.00	$ 500.00
100087	Replace Gravel Surface, 2"- 4"	CY	50	10.00	$ 500.00
100090	Base Course/Gravel (crushed or landscape), < 3"	SY	150	9.00	$ 1350.00
100092	Base Course/Gravel (crushed or landscape), 3 - 6"	SY	150	30.00	$ 4500.00
100094	Blade, Shape and Compact non-Asphalt Road	SY	200	5.00	$ 1000.00
100095	Hot-Poured Crack Sealing	LB	100	3.00	$ 300.00
100097	Slurry Seal	SY	750	5.00	$ 3750.00
100100	Materials Mark-Up Over Invoice	%	$2,500	20	$ 500.00
100105	Traffic Control Mark-Up Over Invoice	%	$1,500	20	$ 300.00
100110	Street-Cut Permits	%	$150	20	$ 30.00
100115	Project Signs	EA	2	200.00	$ 400.00
100120	Materials Testing	%	$250	20	$ 50.00
100125	Cold Milling, Class 1, 2"- 6"	SY	1	5.00	$ 5.00
100130	Cold Milling, Class 2, 2"- 6"	SY	1	5.00	$ 5.00
100135	Cold Milling, Class 3, 2"- 6"	SY	1	5.00	$ 5.00
100140	Cold Milling, Class 4, 2"- 6"	SY	750	4.00	$ 3000.00
100145	Cold Milling, Class 5, 2"- 6"	SY	1	5.00	$ 5.00
100150	Milling Concrete Curb	LF	5	5.00	$ 25.00
100155	Milling Concrete for Inlays	EA	1	5.00	$ 5.00
100160	Concrete Surface Milling, 2"- 6"	SY	5	5.00	$ 25.00

Total: $ 55,425.00

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 TLC Plumbing & Utility Inc.

3 Complete information requested ☑ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $800,000.00

Termination Date: June 30, 2024

☑ Approved by Council Date: Pending

☐ or by City Manager Date: _____

Contract is for: City Wide On Call Pavement

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 $ 800,000.00 of original Contract# pending Termination Date: 6/30/2024

Reason: City Wide On Call Pavement $200,000 per FY 4 years

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ $800,000.00

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

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

RFP# ITB 20/14/B Date: June 9, 2020

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

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

Fran Dunaway (Jul 23, 2020 13:18 MDT)

Purchasing Officer Review

Comments or Exceptions: _____

7 **Funding Source:** Water **BU/Line Item:** 5050386.520200

Alexis Lotero (Jul 23, 2020 12:44 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:** Maya Martinez

Phone # 4: _____

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: TLC Plumbing & Utility

Procurement Title: City-Wide Water Utility Pavement Restoration Contract
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 PUD 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, Water Division, Engineer June 16, 2020
Department Rep Printed Name (attesting that all information included) Title Date

Fran Dunaway (Jun 25, 2020 13:13 MDT)
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: TLC PLUMBING AND UTILITY
DBA: TLC PLUMBING AND UTILITY

Business Location: SF COUNTY
SANTA FE, NM 87501

Owner: DALE ARMSTRONG

License Number: 222153

Issued Date: March 10, 2020

Expiration Date: December 31, 2020

CRS Number: 02226090000

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor - Plumbing

Fees Paid: $10.00

TLC PLUMBING AND UTILITY
5000 EDITH BLVD NE
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

TLCPLUM-01 MKATS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/30/2019

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)
7770 Jefferson Street NE, Suite 101
Albuquerque, NM 87109

CONTACT NAME: Becky Moya
PHONE (A/C, No, Ext): (505) 262-9405 FAX (A/C, No):
E-MAIL ADDRESS: Becky.Moya@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Westfield Insurance Company	24112
INSURER B : Westfield National Insurance Company	24120
INSURER C : Associated Builders & Contractors of NM Merit Shop Workers Com	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
TLC Company Inc dba TLC Plumbing and Utility
5000 Edith Blvd NE
Albuquerque, NM 87107

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 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC X OTHER: BI/PD Ded $5,000	X	X	CMM 1466277	7/1/2019	7/1/2020	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 $ 500,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	CMM 1466277	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0	X	X	CMM 1466277	7/1/2019	7/1/2020	EACH OCCURRENCE AGGREGATE	$ 6,000,000 $ 6,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	EWC008469	12/31/2019	12/31/2020	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
A	Installation Floater			CMM 1466277	7/1/2019	7/1/2020	Builders Risk	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
When required by contract, the following forms apply: Blanket Additional Insured/Designated Insured for ongoing and completed operations and primary/non-contributory wording; Contractors Extension includes Aggregate Limits per project and Blanket Waiver of Subrogation. 30 Day Notice of Cancellation or Material Coverage change.

RE: CRWTP Raw Water Supply Pipeline Construction RFB #19/18/B

CERTIFICATE HOLDER

Public Utilities Department
City of Santa Fe
801 W San Mateo
Santa Fe, NM 87504-0000

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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

© Insurance Services Office, Inc., 2012

Policy #1466277

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WESTFIELD Signature SERIES

COMMERCIAL GENERAL LIABILITY CONTRACTORS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Coverage afforded under this expanded coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Form.

SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details affecting each coverage please refer to the terms and conditions in this endorsement.

A. Expected or Intended Injury
   - Reasonable force
B. Liquor Liability Coverage Extension
C. Non-Owned Watercraft
   - Increased to 80 feet
D. Non-Owned Aircraft
E. Damage To Property - Borrowed Equipment
F. Damage To Premises Rented To You
G. Personal And Advertising Injury
   - Contractual Personal and Advertising Injury
   - Exclusions
H. Supplementary Payments
   - Bail Bonds - $2,500
   - Loss of Earnings - $1,000
I. Additional Insureds - Automatic Status
   - State or Governmental Agency or Subdivision or Political Subdivision Controlling Interest
   - Managers or Lessors of Premises
   - Mortgagee, Assignee or Receiver
   - Owners or Other Interests From Whom Land Has Been Leased
   - Co-Owners of Insured Premises
   - Lessor of Leased Equipment
J. Who Is An Insured Broadened
   - Joint Ventures / Partnership / Limited Liability Company
   - Health Care Professionals [Incidental Medical Malpractice]
   - Individual Owners of Building are Insured's
   - Newly Formed or Acquired Entities
K. Knowledge and Notice of Occurrence
L. Other Insurance Condition Amended
M. Unintentional Failure To Disclose Hazards
N. Waiver of Transfer Of Rights Of Recovery Against Others To Us - Automatic Status
O. Liberalization
P. Definitions
   - Bodily Injury redefined
   - Insured Contract redefined
   - Expanded Personal and Advertising Injury definition

A. EXPECTED OR INTENDED INJURY

Under **SECTION 1, COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE** exclusion a. is replaced with 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 for the purpose of protecting persons or property.

B. LIQUOR LIABILITY COVERAGE EXTENSION

SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions c. Liquor Liability is deleted.

C. NON-OWNED WATERCRAFT

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions g.(2)** is replaced with the following:

(a) Less than 80 feet long; and

D. NON-OWNED AIRCRAFT

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions g. Aircraft, Auto or Watercraft,** the following is added:

(6) An aircraft you do not own provided that:

(a) The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

(b) It is rented with a trained, paid crew; and

(c) It does not transport persons or cargo for a charge.

E. DAMAGE TO PROPERTY - BORROWED EQUIPMENT

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions j.** is deleted and replaced by the following:

j. **Damage To Property:**

(1) Property you own, rent or occupy;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any real property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to:

(i) "property damage" to tools or equipment loaned to you if the tools or equipment are not being used to perform operations at the time of loss; or

(ii) "property damage" (other than damage by fire) to premises rented to you or temporarily occupied by you with the permission of the owner or to the contents of premises rented to you for a period of seven (7) or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were not occupied, rented or held for rental by you beyond one year from the date "your work" was completed.

Paragraph (3) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

F. DAMAGE TO PREMISES RENTED TO YOU

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions,** the last paragraph of Item 2. Exclusions is replaced with the following:

Exclusion c. through n. do not apply to damage by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - LIMITS OF INSURANCE.

G. PERSONAL AND ADVERTISING INJURY

Under **SECTION 1, COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, Item 2. Exclusions e. Contractual Liability is deleted.**

Under **SECTION 1 - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY,** the following are added to Item 2. Exclusions:

q. **Discrimination Relating To Room, Dwelling or Premises**

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

r. **Fines or Penalties**

Fines or penalties levied or imposed by a governmental entity because of discrimination.

H. SUPPLEMENTARY PAYMENTS

Under **SECTION I - SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Item 1.b.** is replaced with the following:

b. Up to $2,500 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.

Under **SECTION I - SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Item 1.d.** is replaced with 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 $1,000 a day because of time off from work.

I. ADDITIONAL INSUREDS - AUTOMATIC STATUS

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization (called "additional insured") described in paragraphs a. through g. below whom you are required to add as an additional insured on this policy under a written contract or written agreement. However the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of the policy; and

2. Executed prior to the "bodily injury", "property damage" or "personal injury and advertising injury", but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. **State or Governmental Agency or Subdivision or Political Subdivisions**

A state or governmental agency or subdivision or political subdivision subject to the following provisions:

(1) This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(a) The existence, repair maintenance, erection, construction, 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.

(2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality.

b. **Managers or Lessors of Premises**

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

c. **Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

d. **Owners Or Other Interests From Whom Land Has Been Leased**

An owner or other interest from who land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to lease that land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

e. **Co-owner of Insured Premises**

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

f. **Lessor of Equipment**

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization.

A person's or organization's status as an insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following exclusions apply:

This insurance does not apply:

(1) To any "occurrence" which takes place after the equipment lease expires; or

(2) To "bodily injury", "property damage", or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs a. through f. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

As respects the coverage provided under this provision, Paragraph 4.b.(1) of Section IV - Commercial General Liability Conditions is deleted and replaced with the following:

4. Other Insurance

b. Excess Insurance

(1) This insurance is excess over:

Any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance is either primary or primary and non-contributing. Where required by written contract or written agreement, we will consider any other insurance maintained by the additional insured as injury or damage covered by this endorsement to be excess and non-contributing with this insurance.

J. WHO IS AN INSURED BROADENED

Under **SECTION II - WHO IS AN INSURED** the following is added to Item 1:

f. **Joint Ventures / Partnership / Limited Liability Company Coverage**

You are an insured when you had an interest in a joint venture, partnership or limited liability company which is terminated or ended prior to or during this policy period but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:

(1) Prior to the termination date of any joint venture, limited liability company or partnership; or

(2) If there is other valid and collectible insurance purchased specifically to insure the joint venture, legal liability company or partnership.

Under **SECTION II - WHO IS AN INSURED**, 2.a.(1)(d) is deleted and replaced with the following:

(d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics employed by you to provide health care services, but only if you are not in the business or occupation of providing such professional services.

Under **SECTION II - WHO IS AN INSURED** the following is added:

4. For **COVERAGE A** and **COVERAGE B** only, the owner of any building leased to you, but only if the building owner is a shareholder in your corporation or a partner in your partnership insured by this policy, and only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you. However, this insurance does not apply:

   a. To any "occurrence" or offense which takes place after you cease to be a tenant in the premises; or

   b. To structural alterations, new construction or demolition operations performed by or on behalf of the building owner.

Under **SECTION II - WHO IS AN INSURED**, 3.a. is deleted and replaced with the following:

   a. Coverage under this provision is afforded only until the end of the policy period or the next anniversary of the policy's effective date after you acquire or form the organization whichever is earlier.

Under **SECTION II - WHO IS AN INSURED** the last paragraph in this section is deleted and replaced with the following:

Except as provided in 3. above, no person or organization is an insured with respect to the conduct of any current or past joint venture, limited liability company or partnership that is not shown as a named insured in the Declarations.

K. KNOWLEDGE AND NOTICE OF OCCURRENCE

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, 2. **Duties in the Event of Occurrence, Offense, Claim Or Suit**, the following is added:

   a. The requirement in Condition 2.a. applies only when the "occurrence" or offense is known to:

      (1) You, if you are an individual;

      (2) A partner, if you are a partnership;

      (3) An "executive officer" or insurance manager, if you are a corporation; or

      (4) A manager, if you are a limited liability company.

   b. The requirement in Condition 2.b. will not be breached unless the **breach** occurs after such claim or "suit" is known to:

      (1) You, if you are an individual;

      (2) A partner, if you are a partnership;

      (3) An "executive officer" or insurance manager, if you are a corporation; or

      (4) A manager, if you are a limited liability company.

   c. Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim, or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim, or "suit" to us as soon as you are aware the insurance may apply to such "occurrence," offense, claim or "suit."

L. OTHER INSURANCE CONDITION AMENDED

When required by written contract with any additional insured owner, lessee, or contractor to provide insurance on a primary and noncontributory basis, Condition 4 of **Section IV - Commercial General Liability Conditions** is deleted and replaced by the following:

4. **Other Insurance**

If other valid and collectible insurance is available for a loss we cover under Coverage A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary and non-contributory except when b. below applies.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent, or on any other basis:

(1) That is Fire, Extended Coverage, Builders Risk, Installation Risk, or similar coverage for your work;

(2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

(3) If the loss arises out of the maintenance or use of aircraft, "autos," or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A.

(4) If the loss is caused by the sole negligence of any additional insured, owner, lessee, or contractor.

When this insurance is excess, we will have no duty under Coverage A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other defends, we will undertake to do so, but we will be entitled to the other insurer's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductibles and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the limits of insurance shown in the Declarations of this Coverage Part.

M. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, item 5. **Representations**, the following is added:

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

N. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - AUTOMATIC STATUS

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, item 8. **Transfer Of Rights Of Recovery Against Others To Us** is deleted and replaced by the following:

We waive any right of recovery we may have against any person or organization with respect to which the insured has waived its right of recovery.

It is further agreed that work commenced under letter of intent or work order, subject to subsequent reduction to writing, with customers whose customary written contracts would require a waiver of recovery rights against them also falls within this blanket waiver of recovery rights.

O. LIBERALIZATION

If we adopt a change in our forms or rates which would broaden coverage for contractors under this coverage form without an additional premium charge, your policy will automatically provide the additional coverage's as of the date the broadened coverage is effective in your state.

P. DEFINITIONS

Under **SECTION V - DEFINITIONS**, item 3. is deleted and replaced with the following:

3. "Bodily injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

Under **SECTION V - DEFINITIONS**, item 9. is deleted and replaced with the following:

9. "Insured Contract" means:

   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 to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

   b. A sidetrack agreement;

   c. Any easement or license agreement;

   d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

   e. An elevator maintenance agreement;

   f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization.

Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

   (1) That indemnifies an architect, engineer, or surveyor for injury or damage arising out of:

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

      (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

   (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering, activities.

Under **SECTION V - DEFINITIONS**, item 14. the following is added to the definition of "Personal and advertising injury":

   h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

      (1) Not done intentionally by or at the direction of:

         (a) The insured; or

         (b) Any "executive officer", director, stockholder, partner, member or manager (if you are a limited liability company) of the insured;

      (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured.

POLICY NUMBER: 1456277 COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "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.

C. 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:

1. Required by the contract or agreement; or

2. 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.

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POLICY NUMBER: 1466277 COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) And Description Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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.

B. 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:

1. Required by the contract or agreement; or
2. 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.

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Policy #1466277

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, item c. is replaced by the following:

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

CA 70 75 10 08

POLICY NUMBER: CMM 1466277 INTERLINE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE

SCHEDULE

Number of Days' Notice 030

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
PER CERTIFICATE HOLDER LIST WHERE REQUIRED BY CONTRACT (LIST ON FILE WITH COMPANY)	ALL PROJECTS WHERE REQUIRED BY CONTRACT

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

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Policy #1466277

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WESTFIELD Signature SERIES

BUSINESS AUTO ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details affecting each coverage, please refer to the terms and conditions in this endorsement.

A. Who Is An Insured Broadened:
   - Additional Insured by Contract, Agreement or Permit
   - Legally Incorporated Subsidiaries
   - Newly Acquired Organizations
B. Supplementary Payments
   - Bail Bonds - $5000
   - Loss of Earnings - $500
C. Coverage Extensions
   - Transportation Expenses
   - Personal Effects (Excess Basis)
D. Additional Coverages
   - Expenses paid for returning a stolen covered auto
   - Fire Department Service Charge
E. Airbag Coverage - Accidental Discharge
F. Knowledge and Notice of an Accident, Claim or Suit
G. Unintentional Failure To Disclose Hazards
H. Worldwide Coverage
I. Definitions
   - Bodily Injury Redefined

In addition to the policy amendments contained in A. through I. listed above, the endorsements listed below will automatically be attached to your policy to complete the coverage provided by the Signature Series Business Auto Endorsement

- Audio, Visual and Data Electronic Equipment Coverage Added Limits - CA 99 60
- Auto Loan/Lease Gap Coverage - CA 20 71
- Drive Other Car Coverage - Broadened Coverage For Named Individuals - (Executive Officers/Spouses) - CA 99 10
- Employee Hired Autos - CA 20 54
- Employees As Insureds - CA 99 23
- Hired Auto Physical Damage [Refer to Auto Declarations page]
- Rental Reimbursement Coverage - CA 99 23
- Waiver of Transfer of Rights of Recovery (Waiver of Subrogation)

A. WHO IS AN INSURED BROADENED

SECTION II - LIABILITY COVERAGE, Item A. Coverage, 1. Who Is An Insured is amended to include the following additional paragraphs:

d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this endorsement

However, "insured" does not include any subsidiary that is an "insured" under any other liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limit of insurance.

CA 70 77 04 13
Page 1 of 3

Coverage under this provision is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

e. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or a majority interest. However, coverage under this provision:

(1) Does not apply if the organization you acquire or form is an "insured" under another auto liability policy or would be "insured" under such a policy but for its termination or the exhaustion of its limits of insurance;

(2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

(3) Is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

f. Any person or organization with whom you agreed in writing in a contract, agreement or permit to provide insurance, which is otherwise afforded under this policy.

This provision only applies if the written contract or agreement has been executed or permit has been issued, prior to the "bodily injury" or "property damage".

B. SUPPLEMENTAL PAYMENTS

SECTION II - LIABILITY COVERAGE, Item A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, subparagraphs (2) and (4) are deleted and replaced with the following:

(2) Up to $5,000 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 per day because of time off from work.

C. COVERAGE EXTENSIONS

SECTION III - PHYSICAL DAMAGE COVERAGE, Item A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is replaced with the following:

a. Transportation Expenses

We will pay up to $100 per day to a maximum of $1,600 for transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

The following is added to Item 4. Coverage Extensions:

e. Personal Effects

We will pay up to $500 for the "loss" of your personal effects that are contained in a covered "auto" due to the total theft of the covered "auto." We will pay only for those personal effects that are contained in covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage.

Our payment for "loss" of or damage to personal effects will apply only on an excess basis over other collectible insurance.

D. ADDITIONAL COVERAGES

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended to include the following additional coverage items:

5. We will pay the expense of returning a stolen covered "auto" to you.

6. Fire Department Service Charge

When a fire department is called to save or protect a covered "auto", its equipment, its contents or occupants from a Covered Cause Of Loss, we will pay up to $1,000 for your liability for Fire Department Service Charges:

(a) Assumed by contract or agreement prior to loss; or

(b) Required by local ordinance.

No deductible applies to this additional coverage.

E. AIRBAG COVERAGE - ACCIDENTAL DISCHARGE

SECTION III - PHYSICAL DAMAGE COVERAGE, Item B. Exclusions, subparagraph 3.a. is deleted and replaced with the following:

a. Wear and tear, freezing, mechanical or electrical breakdown.

Mechanical breakdown does not apply to the accidental discharge of an airbag.

F. KNOWLEDGE AND NOTICE OF AN ACCIDENT, CLAIM OR SUIT

SECTION IV - BUSINESS AUTO CONDITIONS, Item A. Loss Conditions is amended as follows:

Subparagraph a. under Item 2. Duties in The Event Of Accident, Claim, Suit Or Loss, is amended to include the following paragraphs:

This requirement applies when the "accident," claim, "suit" or "loss" is first known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

Subparagraph b.(2) under 2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended as follows:

(2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit."

Your employees may know of documents received concerning a claim or "suit". This will not mean that you have such knowledge, unless receipt of such documents is known to you, any of your executive officers or partners or your insurance manager.

G. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud is amended to include the following additional paragraph:

If you unintentionally fail to disclose any *hazards* existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

H. WORLDWIDE COVERAGE

Under SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory, subparagraph (5) is deleted and replaced with the following:

(5) Anywhere in the world, if:

(a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

(b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, Puerto Rio or Canada or in a settlement we agree to.

(c) If, for such "autos" a "suit" is brought outside the territory described in 7.(1) through 7.(4) above, we will reimburse the insured for defense expenses incurred with our written consent, but we will make no payment, nor will we reimburse the insured for damages.

I. DEFINITIONS

Under SECTION V - DEFINITIONS, Item C. is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

POLICY NUMBER: 1466277 COMMERCIAL AUTO

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:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS 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):
Automatic Status when required by Contract
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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Midwest Employers Casualty Company
A BERKLEY COMPANY

Endorsement

Policy No.: EWC008469

Named Insured: Associated Builders & Contractors, Inc., New Mexico Chapter

Waiver of Subrogation by Written Contract Endorsement

In the event that your Member has waived its right to subrogation against a third party under the terms of a written contract entered into by your Member prior to the date of injury to your Member's Employee for whom you have paid Loss, we will also waive any right of subrogation we have against that third party, but only with respect to said Loss, and only if our waiver is required by the written contract.

All other parts of Section K. Recovery, of Part Four – Claims of this Policy remain in effect and are unchanged by this endorsement.

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

GSI-364-NFC (8-13)

ACTION SHEET
PUBLIC WORKS AND PUBLIC UTILITES COMMITTEE MEETING OF 06/22/2020

ISSUE NO. 7J

Request to Award Contract to Bosque Natural Company in Response to Request for Proposal # '20/18/P for On-Call Services for Dam Vegetation Management in the Amount of $240,000.00 Exclusive of NMGRT. (Bill Huey, Engineer, Public Utilities, bchuey@santafenm.gov, 955-4273)

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

PUBLIC UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 06/29/2020 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 2, 2020

To: Public Works/Public Utilities Committee / Finance Committee

From: Bill Huey, Water Division Engineer

Via: Jesse D. Roach, Water Division Director

RE: Request to award contract to Bosque Natural Company in response to Request for Proposal # '20/18/P for On-Call Services for Dam Vegetation Management.

ITEM AND ISSUE:

The Water Division requests award of proposal number '20/18/P for On-Site Dam Vegetation Management to Bosque Natural Company for a not to exceed cost of $240,000.00 exclusive of NMGRT along with a BAR for $260,250.00. This project is listed in the Public Utilities Department CIP and funded from Water Division rate-based cash balance.

BACKGROUND AND SUMMARY:

The Water Division has an on-going need for Vegetation Management on and around Nichols and McClure dam sites.

The contract period is for four fiscal years. The proposals for this project were opened on March 10, 2020 and were subsequently evaluated for completeness and accuracy. The proposals were used to select the Presumptive Winner only, and do not affect the actual contract amount. The low bid in the amount of $44,561.48 plus NMGRT was submitted by Bosque Natural Company. A summary of the bids is provided below:

Bidders	Total Bid without NMGRT
Bosque Natural Company	$44,561.48

FUNDING:

Funds for this work will be available in Business Unit, Line Item 5050395.572970 in the amount of $240,000.00 excluding NMGRT after approval of a BAR for $260,250.00 inclusive of tax.

RECOMMENDATION:

The Water Division recommends:

- Review and approval of BAR for $260,250.00 and award of contract to Bosque Natural Company for $240,000.00 exclusive of NMGRT under RFP No. '20/18/B.

- Forwarding and recommendation of approval contract to the Finance Committee for their consideration and approval and to the Governing Body for their final consideration and approval

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 **Bosque Natural Company**, 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 On-Call Dam Vegetation Management Services for the City as follows and as described in Exhibit "A" attached hereto and incorporated herein:

1) Woody Plant Removal/Management services at both dam sites. The Contractor shall be called upon to remove all woody vegetation occurring on the dams of both Nichol's and McClure dams, following the guidelines of OSE-DSB for dam maintenance.

2) Grass/Non-Woody Plant Maintenance. The Contractor may be called upon to mow, weed or otherwise care for the non-woody vegetation upon both dams.

3) Grass/Non-Woody Plant Fertilization/Seeding. The Contractor may be called upon to fertilize and/or seed the non-woody vegetation upon both dams.

4) Other tasks as assigned.

These are the key tasks required to maintain the dam slopes as outlined in the OSE-DSB and City dam vegetation management requirements.

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed based on hourly rates as outlined in Exhibit "A" attached hereto, such compensation not to exceed two hundred forty thousand dollars ($240,000), excluding gross receipts tax. Payment shall be made as follows:

Fiscal Year 2020/2021, sixty thousand dollars ($60,000) excluding gross receipts taxes.
Fiscal Year 2021/2022, sixty thousand dollars ($60,000) excluding gross receipts taxes.
Fiscal Year 2022/2023, sixty thousand dollars ($60,000) excluding gross receipts taxes.
Fiscal Year 2023/2024, sixty thousand dollars ($60,000) excluding gross receipts taxes.

The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling twenty thousand two hundred fifty dollars ($20.250) 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 sixty thousand two hundred fifty dollars **($260,250). 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, 2024** 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 City 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 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. 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 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. **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.**

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:
Stan Moolenijzer
Bosque Natural Company
2889 Industrial Road
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:

4/2/20
SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCES:

MARY MCCOY, FINANCE DIRECTOR

5050395.572970 AL
Business Unit Line Item

CONTRACTOR:
Bosque Natural Company
Stan F. Moolenijzer - Vice President
Stan Moolenijzer
NAME AND TITLE

DATE: 7/17/20
CRS# 02-421361-00-6
Registration # 20-00043656

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 Bosque Natural Co.

3 Complete information requested ☑ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $240,000.00

Termination Date: June 30, 2024

☑ Approved by Council Date: Pending

☐ or by City Manager Date: _____

Contract is for: Vegitation work 4 Fiscal Years, 60K/ FY.

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 $ 240,000.00 of original Contract# pending Termination Date: 6/30/2024

Reason: Original Contract

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ $240,000.00

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

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

RFP# 20/18/P Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

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

Fran Dunaway (Jul 23, 2020 14:13 MDT)

Purchasing Officer Review

Comments or Exceptions: _____

7 **Funding Source:** _____ **BU/Line Item:** 5050395.572970

Alexis Lotero (Jul 23, 2020 14:09 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 # #

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: Bosque Natural Company

Procurement Title: On-Call Services for Dam Vegetation Management, RFP 0/18/P

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, 3/31/2020

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:	Water	Department Name:	Source of Supply
Division Name:	Public Utilities Division	Division Name:	

Financial Information

Amount Requested:	$260,250.00	Munis Fund Number:	505
Vendor Name:	Bosque Natural Company	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.
Contractor to provide on-going Vegetation Management Services on and around the dams on Nichols and McClure reservoirs. Bid cost was less than the Water Division has had to spend to do this work in the past.

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 work (Vegetation Management) is required of the City by the New Mexico State Engineer, Dam Safety Bureau

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?

Procurement Office Signature	Budget Office Signature	Finance Director Signature

Signature: Bill Huey (Jun 15, 2020 15:06 MDT)

Email: bchuey@santafenm.gov

Signature: Shannon Jones (Jun 15, 2020 16:06 MDT)

Email: swjones@santafenm.gov

Signature:

Email: jdroach@santafenm.gov

City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: BOSQUE NATURAL
DBA: BOSQUE NATURAL

Business Location: 2889 INDUSTRIAL RD
SANTA FE , NM 87507

Owner: THOMAS HOUSE

License Number: 43656

Issued Date: March 07, 2020

Expiration Date: December 31, 2020

CRS Number: 02421361006

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: $35.00

BOSQUE NATURAL
2889 INDUSTRIAL RD
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

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/09/2020

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 RIO GRANDE INS/SANTA FE BLDG A STE A 1231 S ST FRANCIS DR SANTA FE, NM 87509 Phone: 505-984-8216 Fax: 505-984-8238	CONTACT NAME: SAM LOVE PHONE (A/C, No, Ext): Ext: FAX (A/C, No): E-MAIL ADDRESS: SAM@RIOGRANDEINS.COM INSURER(S) AFFORDING COVERAGE — NAIC# INSURER A: Acuity, a Mutual Insurance Company — 19184 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED BOSQUE NATURAL CO INC 2889 INDUSTRIAL RD 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 / OCCUR 03-Pak Business Liability and Medical Expenses GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:			Z91496	01/22/2020	01/22/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Included	$ 1,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			Z91496	01/22/2020	01/22/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 100,000 $ $ $
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/ MEMBER EXCLUDED? Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE / OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
								$ $ $

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

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, New Mexico

LEGISLATIVE SUMMARY

Resolution No. 2020-__

Midtown ENA Oversight

SPONSOR(S): Councilor Vigil Coppler

SUMMARY: The proposed Resolution requires that the City Manager seek approval from the Governing Body to extend the term of the Exclusive Negotiation Agreement with KDC/Cienda Partners. Additionally, the Resolution would require regular 30-day progress reports to the City to be submitted to the Governing Bod y.

PREPARED BY: Jesse Guillen, Legislative Liaison

FISCAL IMPACT: None

DATE: July 2, 2020

ATTACHMENTS: Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-__

INTRODUCED BY:

Councilor JoAnne Vigil Coppler

A RESOLUTION

REQUIRING THAT THE CITY MANAGER SEEK GOVERNING BODY APPROVAL BEFORE EXTENDING THE TERM OF THE EXCLUSIVE NEGOTIATION AGREEMENT WITH KDC CIENDA SF INVESTMENTS ONE LP ("KDC/CIENDA") BEYOND ITS INITIAL ONE-YEAR TERM; AND REQUIRING THAT THE 30-DAY PROGRESS REPORTS FROM THE MIDTOWN DEVELOPMENT TEAM BE SUBMITTED TO THE GOVERNING BODY.

WHEREAS, the Governing Body entered into an Exclusive Negotiation Agreement ("ENA") with KDC/Cienda on May 4th, 2020; and

WHEREAS, the initial term of the ENA is twelve months from the effective date, May 4th, 2020, plus the number of days delay due to COVID -19 restrictions; and

WHEREAS, in the event that the City of Santa Fe ("City") and KDC/Cienda have not finally executed and delivered a DDA during the initial term, either party may extend the initial term of the ENA for an additional four months; and

WHEREAS, the ENA provides that the City Manager, acting on behalf of the City, shall

have the right to extend the initial term; and

WHEREAS, the Governing Body wants to be involved in the extension of the initial term of the ENA; and

WHEREAS, Section 5.3.1 of the ENA requires that the development team submit regular progress reports to the City's Midtown Project Manager and the Executive Decision-Makers no less than once every thirty days, including a summary of the activities it has completed related to the project during the prior thirty days; and

WHEREAS, the Governing Body wants to receive the progress reports for review.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the City Manager or her designee shall seek Governing Body approval before extending the term of the Exclusive Negotiation Agreement with KDC Cienda SF Investments One LP.

BE IT FURTHER RESOLVED that the City Manager or her designee shall submit the development team's thirty-day regular progress reports to the Governing Body as soon as they are available, as is feasible.

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/Resolutions/Midtown ENA Oversight

FIR No. 3262

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Midtown ENA Oversight

Sponsor(s): Councilor Vigil Coppler

Revie wing Department(s): Legislative Services

Staff Completing FIR: Jeff Norris Date: 7/1/20 Phone: 995-6692

Revie wed by City Attorney: _____ Date: Jul 6, 2020

Revie wed by Finance Director: _____ Date: Jul 15, 2020

Summary:
The proposed Resolution requires that the City Manager seek approval from the Governing Body to extend the term of the Exclusive Negotiation Agreement ("ENA") with KDC/Cienda Partners. Additionally, it requires that the regular 30-day progress reports to the City will also be submitted to the Governing Body for review.

Departments Affected:
City Manager, Economic Development, City Attorney's Office.

Consequences of Not Enacting Legislation:
The City Manager would not be required to consult with the Governing Body before extending the initial term of the ENA and regular progress reports would not have to be submitted to the Governing Body.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This Resolution relates to the ENA between the City and KDC/Cienda Partners that as approved by the Governing Body on May 4, 2020.

Performance and Administrative Implications:
Extension of the ENA will require additional steps and planning if Governing Body approval is required.

Fiscal Implications:
None.

Fiscal Impact

X 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 __	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:

Midtown ENA Oversight (LS)

Final Audit Report 2020-07-15

Created:	2020-07-05
By:	Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAADeYDILhuq46uak7kDMiS0ae_ve1fSntV

"Midtown ENA Oversight (LS)" History

Document created by Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
2020-07-05 - 4:23:42 AM GMT- IP address: 63.232.20.2

Document emailed to Erin McSherry (ekmcsherry@santafenm.gov) for signature
2020-07-05 - 4:24:46 AM GMT

Document emailed to Mary McCoy (mtmccoy@santafenm.gov) for signature
2020-07-05 - 4:24:46 AM GMT

Restricted visibility Email viewed by Erin McSherry (ekmcsherry@santafenm.gov)
2020-07-06 - 2:43:00 PM GMT- IP address: 23.103.200.254

Restricted visibility Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)
Signature Date: 2020-07-06 - 2:45:01 PM GMT - Time Source: server- IP address: 76.127.24.35

Restricted visibility Email viewed by Mary McCoy (mtmccoy@santafenm.gov)
2020-07-15 - 5:48:32 PM GMT- IP address: 23.103.201.254

Restricted visibility Document e-signed by Mary McCoy (mtmccoy@santafenm.gov)
Signature Date: 2020-07-15 - 5:49:01 PM GMT - Time Source: server- IP address: 63.232.20.2

Signed document emailed to Jesse Guillen (jbguillen@ci.santa-fe.nm.us), Mary McCoy (mtmccoy@santafenm.gov), Erin McSherry (ekmcsherry@santafenm.gov), and rich brown (rdbrown@santafenm.gov)
2020-07-15 - 5:49:01 PM GMT

POWERED BY Adobe Sign

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2020-__
Midtown ENA Oversight

Mayor and Members of the City Council:

I propose the following amendment(s) to Resolution No. 2020-__:

1. On page 2, line 10 ***strike*** "her"
2. On page 2, line 13 ***strike*** "her"

Respectfully submitted,

_____
Chris Rivera, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Yolanda Y. Vigil, City Clerk

10000.1(A)

Midtown ENA Oversight (Rivera Amend)

Final Audit Report 2020-07-16

Created:	2020-07-16
By:	Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAALKIcsZWXismy4QH6thUO924UAzQSEjT8

"Midtown ENA Oversight (Rivera Amend)" History

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ACTION SHEET
PUBLIC WORKS AND PUBLIC UTILITES COMMITTEE MEETING OF 07/27/2020

ISSUE NO. 7B

Consideration of Resolution No. 2020-__: A Resolution Requiring that the City Manager Seek Governing Body Approval Before Extending the Term of the Exclusive Negotiation Agreement with KDC Cienda SF Investments One LP ("KDC/Cienda") Beyond its Initial One-Year Term; and Requiring that the 30-Day Progress Reports from the Midtown Development Team be Submitted to the Governing Body. (Councilors Vigil Coppler and Cassut Sanchez) (Marcos Martinez, Senior Assistant City Attorney, mdmartinez@santafenm.gov, 955-6502)

COMMITTEE REVIEW

Quality of Life Committee (Approved)	07/15/2020
Finance Committee (Approved)	07/20/2020
Governing Body (Scheduled)	07/29/2020

PUBLIC UTILITES COMMITTEE ACTION: Approved on Consent Calendar to forward to 7/29/2020 Governing Body

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 QUALITY OF LIFE COMMITTEE MEETING OF 07/15/2020
FOR CITY COUNCIL MEETING OF 07/29/2020

ISSUE:
Consideration of Resolution No. 2020-__: A Resolution Requiring that the City Manager Seek Governing Body Approval Before Extending the Term of the Exclusive Negotiation Agreement with KDC Cienda SF Investments One LP ("KDC/Cienda") Beyond its Initial One-Year Term; and Requiring that the 30-Day Progress Reports from the Midtown Development Team be Submitted to the Governing Body. (Councilors Vigil Coppler and Cassutt-Sanchez) (Marcos Martinez, Senior Assistant City Attorney, mdmartinez@santafenm.gov, 955-6502)

Committee Review:
Quality of Life Committee (scheduled): 7/15/20
Finance Committee (scheduled): 7/20/20
City Council (scheduled): 7/29/20

QUALITY OF LIFE COMMITTEE ACTION:
Approved after discussion. Removed from consent by Councilor Christopher Rivera

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Finance Committee

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

LEGISLATIVE SUMMARY

Resolution No. 2020-__

Midtown ENA Oversight

SPONSOR(S): Councilor Vigil Coppler

SUMMARY: The proposed Resolution requires that the City Manager seek approval from the Governing Body to extend the term of the Exclusive Negotiation Agreement with KDC/Cienda Partners. Additionally, the Resolution would require regular 30-day progress reports to the City to be submitted to the Governing Bod y.

PREPARED BY: Jesse Guillen, Legislative Liaison

FISCAL IMPACT: None

DATE: July 2, 2020

ATTACHMENTS: Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2020-__
Midtown ENA Oversight

Mayor and Members of the City Council:

I propose the following amendment(s) to Resolution No. 2020-__:

1. On page 2, line 10 ***strike*** "her"
2. On page 2, line 13 ***strike*** "her"

Respectfully submitted,

_____
Chris Rivera, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Yolanda Y. Vigil, City Clerk

10000.1(A)

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-__

INTRODUCED BY:

Councilor JoAnne Vigil Coppler

A RESOLUTION

REQUIRING THAT THE CITY MANAGER SEEK GOVERNING BODY APPROVAL BEFORE EXTENDING THE TERM OF THE EXCLUSIVE NEGOTIATION AGREEMENT WITH KDC CIENDA SF INVESTMENTS ONE LP ("KDC/CIENDA") BEYOND ITS INITIAL ONE-YEAR TERM; AND REQUIRING THAT THE 30-DAY PROGRESS REPORTS FROM THE MIDTOWN DEVELOPMENT TEAM BE SUBMITTED TO THE GOVERNING BODY.

WHEREAS, the Governing Body entered into an Exclusive Negotiation Agreement ("ENA") with KDC/Cienda on May 4th, 2020; and

WHEREAS, the initial term of the ENA is twelve months from the effective date, May 4th, 2020, plus the number of days delay due to COVID -19 restrictions; and

WHEREAS, in the event that the City of Santa Fe ("City") and KDC/Cienda have not finally executed and delivered a DDA during the initial term, either party may extend the initial term of the ENA for an additional four months; and

WHEREAS, the ENA provides that the City Manager, acting on behalf of the City, shall

have the right to extend the initial term; and

WHEREAS, the Governing Body wants to be involved in the extension of the initial term of the ENA; and

WHEREAS, Section 5.3.1 of the ENA requires that the development team submit regular progress reports to the City's Midtown Project Manager and the Executive Decision-Makers no less than once every thirty days, including a summary of the activities it has completed related to the project during the prior thirty days; and

WHEREAS, the Governing Body wants to receive the progress reports for review.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the City Manager or her designee shall seek Governing Body approval before extending the term of the Exclusive Negotiation Agreement with KDC Cienda SF Investments One LP.

BE IT FURTHER RESOLVED that the City Manager or her designee shall submit the development team's thirty-day regular progress reports to the Governing Body as soon as they are available, as is feasible.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2020.

_____

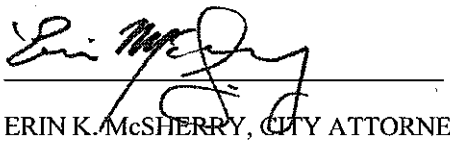
ALAN WEBBER, MAYOR

ATTEST:

_____

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/Midtown ENA Oversight

FIR No. 3262

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Midtown ENA Oversight

Sponsor(s): Councilor Vigil Coppler

Revie wing Department(s): Legislative Services

Staff Completing FIR: Jeff Norris Date: 7/1/20 Phone: 995-6692

Revie wed by City Attorney: _____ Date: Jul 6, 2020

Revie wed by Finance Director: _____ Date: Jul 15, 2020

Summary:
The proposed Resolution requires that the City Manager seek approval from the Governing Body to extend the term of the Exclusive Negotiation Agreement ("ENA") with KDC/Cienda Partners. Additionally, it requires that the regular 30-day progress reports to the City will also be submitted to the Governing Body for review.

Departments Affected:
City Manager, Economic Development, City Attorney's Office.

Consequences of Not Enacting Legislation:
The City Manager would not be required to consult with the Governing Body before extending the initial term of the ENA and regular progress reports would not have to be submitted to the Governing Body.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This Resolution relates to the ENA between the City and KDC/Cienda Partners that as approved by the Governing Body on May 4, 2020.

Performance and Administrative Implications:
Extension of the ENA will require additional steps and planning if Governing Body approval is required.

Fiscal Implications:
None.

Fiscal Impact

X 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 __	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:

ACTION SHEET
PUBLIC WORKS AND PUBLIC UTILITES COMMITTEE MEETING OF 07/27/2020

ISSUE NO. 7B

Consideration of Resolution No. 2020-__: A Resolution Requiring that the City Manager Seek Governing Body Approval Before Extending the Term of the Exclusive Negotiation Agreement with KDC Cienda SF Investments One LP ("KDC/Cienda") Beyond its Initial One-Year Term; and Requiring that the 30-Day Progress Reports from the Midtown Development Team be Submitted to the Governing Body. (Councilors Vigil Coppler and Cassut Sanchez) (Marcos Martinez, Senior Assistant City Attorney, mdmartinez@santafenm.gov, 955-6502)

COMMITTEE REVIEW

Quality of Life Committee (Approved)	07/15/2020
Finance Committee (Approved)	07/20/2020
Governing Body (Scheduled)	07/29/2020

PUBLIC UTILITES COMMITTEE ACTION: Approved on Consent Calendar to forward to 7/29/2020 Governing Body

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 QUALITY OF LIFE COMMITTEE MEETING OF 07/15/2020
FOR CITY COUNCIL MEETING OF 07/29/2020

ISSUE:
Consideration of Resolution No. 2020-__: A Resolution Supporting the United States Conference of Mayors' Compact to Combat Hate, Extremism, and Bigotry to Promote the Fundamental Principles of Justice and Equality that Define America (Mayor Webber) (Jesse Guillen, Legislative Liaison, jbguillen@santafenm.gov, 955-6518)

Committee Review:
Quality of Life Committee (scheduled): 7/15/20
City Council (scheduled): 7/29/20

QUALITY OF LIFE COMMITTEE ACTION:
Approved after discussion. Removed from consent by Councilor Renee Villarreal

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
City Council

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

LEGISLATIVE SUMMARY

Resolution No. 2020-__

USCM Compact Against Racism and Bigotry Support

SPONSOR(S): Mayor Webber

SUMMARY: The proposed Resolution supports the US Conference of Mayors' compact against racism and bigotry, which includes 10 components.

PREPARED BY: Jesse Guillen, Legislative Liaison

FISCAL IMPACT: None

DATE: July 2, 2020

ATTACHMENTS: Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-__

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

SUPPORTING THE UNITED STATES CONFERENCE OF MAYORS' COMPACT TO COMBAT HATE, EXTREMISM, AND BIGOTRY TO PROMOTE THE FUNDAMENTAL PRINCIPLES OF JUSTICE AND EQUALITY THAT DEFINE AMERICA.

WHEREAS, across the country, mayors have spoken out against discrimination and injustice when they have occurred and have undertaken efforts to foster equity for underrepresented groups and build tolerance and understanding within their communities; and

WHEREAS, cities, such as Santa Fe, have also undertaken efforts to integrate immigrants into their communities and have adopted a variety of policies to include fully and treat equitably their LGBTQ residents; and

WHEREAS, however, extremism and violent bigotry are on the rise across the country, and there are efforts in states and at the highest levels of government to weaken existing civil rights policies and reduce their enforcement; and

WHEREAS, there has been an increase in hate violence, xenophobic rhetoric, and

discriminatory actions that target African Americans, Jews, Muslims, Native Americans, and other minorities; and

WHEREAS, ma yors and their cities must continue to be a beacon for inclusion, tolerance, and respect for all; and

WHEREAS, to deliver on the promise of inclusiveness and equity for all, mayors must also collaborate with the business community; and

WHEREAS, mayors run their cities, but they walk every step of the way with businesses in their cities; and

WHEREAS, the United States Conference of Mayors ("USCM") launched "The Mayors' Compact to Combat Hate, Extremism and Bigotry" in 2017 following the violent and deadly demonstrations in Charlottesville to promote the fundamental principles of justice and equality that define America; and

WHEREAS, since that time, more than 325 of the nation's mayors have signed the Compact, committing to act to fight inequities and create inclusive and compassionate cities; and

WHEREAS, the USCM is presenting a united front of sustained action through collaboration, education and awareness, information sharing, technical assistance, and best practices; and

WHEREAS, the City of Santa Fe has long maintained an atmosphere of inclusiveness while recognizing its long history of Native American, Spanish, Mexican, other European influences, and continuing to welcome many other nationalities and ethnicities; and

WHEREAS, mayors throughout the United States have called for the removal of potentially offensive public monuments and other significant changes to reduce the friction between different members of society.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE recognizes the ten components of the United States Conference of Mayors

Compact:

1. Expressly Rejecting Extremism, White Supremacy, and All Forms of Bigotry

2. Denouncing All Acts of Hate Wherever They Occur

3. Ensuring Public Safety While Protecting Free Speech and Other Basic Constitutional Rights

4. Calling for Fully-Resourced Law Enforcement and Civil Rights Investigations of Domestic Terrorism and Hate Crimes

5. Elevating and Prioritizing Anti-Bias and Anti-Hate Programs in Our Nation's Schools

6. Supporting Targeted Communities and Bringing Together Business Leaders and Civic and Community Leaders to Build Trust

7. Celebrating Diversity, Promoting Inclusivity and Challenging Bias

8. Promoting Law Enforcement Training on Responding to and Reporting Hate Incidents, Hate Crimes and Domestic Terrorism

9. Encouraging Residents in their Communities to Report Hate Incidents and Crimes, Including Using Hot Lines and Online Tools

10. Maintaining Civil Rights Enforcement and Strengthening Hate Crime Laws When Necessary.

BE IT FURTHER RESOLVED the City of Santa Fe fully supports the USCM charter and directs the City Clerk to transmit a copy of this Resolution to the USCM.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2020.

_____

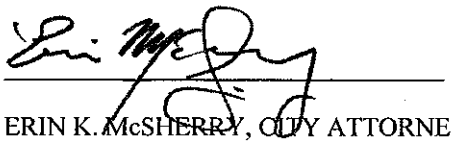
ALAN WEBBER, MAYOR

ATTEST:

_____

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/USCM Compact Against Racism and Bigotry Support

FIR No. 3263

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): USCM Compact Against Racism and Bigotry Support

Sponsor(s): Mayor Webber

Revie wing Department(s): Legislative Services

Staff Completing FIR: Jeff Norris Date: 7/1/20 Phone: 955-6692

Revie wed by City Attorney: _____ Date: Jul 6, 2020

Revie wed by Finance Director: Mary McCoy Date: Jul 15, 2020

Summary:
The proposed Resolution supports the United States Conference of Mayors' ("USCM") compact against racism and bigotry, which includes ten components.

Departments Affected:
All.

Consequences of Not Enacting Legislation:
The Governing Body would not express its support the USCM Compact Against Racism and Bigotry.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None identified.

Performance and Administrative Implications:
The Resolution directs the City Clerk to transmit a copy of the Resolution the USCM upon adoption.

Fiscal Implications:
None identified.

Fiscal Impact

X 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 __	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:

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2020-__
USCM Compact Against Racism and Bigotry Support

Mayor and Members of the City Council:

I propose the following amendment(s) to Resolution No. 2020-__:

1. On page 1, line 19 ***insert*** the following new paragraph:
   "**WHEREAS,** the City of Santa Fe Municipal Charter states, "No city ordinance, resolution or policy shall be enacted or adopted nor shall any action be condoned which discriminates on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizen; and"
2. On page 2, line 1 ***strike*** "African Americans, Jews, Muslims, Native Americans, and other minorities" and ***insert*** in lieu thereof "Latinos, African Americans, Native Americans, Muslims, Jews, and other communities of color and protected classes; and"
3. On page 2, line 18 after "Mexican," ***insert*** "Anglo, and"
4. On page 2, line 18 ***strike*** "European" and ***insert*** in lieu thereof "cultural and ethnic"

Respectfully submitted,

_____
Renee Villarreal, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Yolanda Y. Vigil, City Clerk

10214.2(A)

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-__

INTRODUCED BY:

Councilor Renee Villarreal

A RESOLUTION

CHANGING THE START TIME OF AFTERNOON SESSIONS OF GOVERNING BODY MEETINGS TO 4:00 P.M. AND EVENING SESSIONS OF GOVERNING BODY MEETINGS TO 6:00 P.M. BEGINNING WITH THE AUGUST 12, 2020 MEETING AND CONTINUTING THROUGH THE DECEMBER 9, 2020 GOVERNING BODY MEETING.

WHEREAS, since March 25, 2020, all public meetings for the City of Santa Fe ("City"), including Governing Body meetings, have been held virtually; and

WHEREAS, several Governing Body meetings have required the Governing Body to suspend their Procedural Rules to continue deliberations beyond the 11:30 p.m.; and

WHEREAS, several Evening Sessions of the Governing Body have started well past the 7:00 p.m. time stated in the posted agendas and the Governing Body's Procedural Rules, requiring the public and staff to extend their attendance at meetings; and

WHEREAS, the City is facing a financial crisis that requires acute attention to spending; and

WHEREAS, staff attendance at Governing Body meetings beyond their normal 5:00 p.m. workday makes it difficult for staff to reduce their hours in compliance with the City-wide furlough and negatively impacts the City management's and Governing Body's collective attempts to reduce spending; and

WHEREAS, earlier meetings of the Governing Body meetings would assist the implementation of the Furlough Bridge Plan, reduce potential overtime costs, and facilitate public participation.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Afternoon Session of Governing Body meetings will begin at 4:00 p.m. beginning with the Governing Body's August 12, 2020 meeting and concluding with the Governing Body's December 9, 2020 meeting.

BE IT FURTHER RESOLVED that the Evening Session of Governing Body meetings will begin at 6:00 p.m. beginning with the August 12, 2020 meeting and concluding with the December 9, 2020 meeting.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2020.

_____

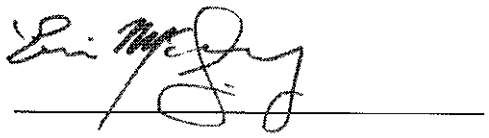
ALAN WEBBER, MAYOR

ATTEST:

_____

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/Governing Body Start Time Change

ACTION SHEET
PUBLIC WORKS AND PUBLIC UTILITES COMMITTEE MEETING OF 07/27/2020

ISSUE NO. 7G

Consideration of Resolution 2020- Changing Start Time Of Afternoon Sessions Of Governing Body Meetings To 4 pm and Evening Sessions of Governing Body Meetings to 6 pm Beginning with the August 12, 2020 Meeting and Continuing Through the December 9, 2020 Governing Body Meeting. (Councilor Renee Villarreal) (Jeff Norris, Assistant to the Legislative Liaison, jtnorris@santafenm.gov, 955-6692)

COMMITTEE REVIEW
Governing Body (Scheduled) 07/29/2020

PUBLIC UTILITES COMMITTEE ACTION: Pulled by Councilor Rivera for further discussion. Unanimously approved to forward to 7/29/2020 Governing Body.

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

BILL NO. 2020-20

INTRODUCED BY:

AN ORDINANCE

CREATING EFFICIENCIES, ENHANCING EFFECTIVENESS, AND ELIMINATING SILOS BY REORGANIZING CERTAIN CITY DEPARTMENTS, ORGANIZING THE ECONOMIC DEVELOPMENT DIVISION, AFFORDABLE HOUSING OFFICE, LAND USE DEPARTMENT, TOURISM SANTA FE DEPARTMENT, RECREATION DIVISION, AND THE ARTS AND CULTURE DEPARTMENT AS DIVISIONS OF A COMMUNITY DEVELOPMENT DEPARTMENT; ORGANIZING THE COMMUNITY SERVICES DEPARTMENT, POLICE DEPARTMENT, FIRE DEPARTMENT, AND OFFICE OF EMERGENCY MANAGEMENT AS DIVISIONS OF A COMMUNITY HEALTH & SAFETY DEPARMENT; AND PLACING THE CONSTITUENT AND COUNCIL RELATIONS DEPARTMENT INTO THE CITY CLERK'S OFFICE; AMENDING SECTION 2.6-3; REPLACING SECTION 2-8 SFCC 1987 WITH A NEW SECTION 2-8 SFCC 1987 THAT ESTABLISHES ALL CITY DEPARTMENTS; REORGANIZING EXISTING SECTIONS 2-8, 2-14, 2-15, 2-19, AND 2-10 AS SUBSECTIONS OF THE NEW SECTION 2-8; ESTABLISHING IN ORDINANCE THE EXISITING INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS DEPARTMENT AND THE CONSTITUENT AND COUNCIL SERVICES DEPARTMENT; AND REPEALING THE SECTIONS OF CHAPTER 2 THAT ESTABLISH DEPARTMENTS THAT ARE EITHER BECOMING DIVISIONS OR NO LONGER EXIST, SECTIONS 2-9, 2-10, 2-11, 2-12, 2-13, 2-16, 2-19, 2-21, AND 2-23 SFCC

underscored material = new [bracketed material] = delete

1987; AMENDING SECTION 2-22 SFCC 1987 TO PROVIDE CONTRACT INTERNAL AUDIT FUNCTIONS; AND AMENDING SECTIONS 26-1.6 AND 26-3.5 REGARDING THE OFFICE OF AFFORDABLE HOUSING.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Section 2-6.3 SFCC 1987 (being Code 1953, § 2-60; Code 1973, § 2-84; SFCC 1981, § 2-1-24, as amended) is hereby amended to read:

2-6.3 - Duties of the city clerk. The city clerk shall:

A. Keep in custody all minutes, ordinances and resolutions approved by the governing body;

B. Attend all meetings of the governing body;

C. Record all proceedings, ordinances and resolutions of the governing body;

D. Upon request, furnish copies of municipal records. The city clerk may charge a reasonable fee for the cost of furnishing copies of municipal records;

E. Administer the municipal election and perform other election duties required pursuant to Articles 8 and 9, Chapter 3 NMSA 1978;

F. Have custody of, and safely keep, all official records and documents, such as contracts, agreements, deeds, of the city, the originals of which are to stay in the office, except upon request of the city attorney for purposes of litigation;

G. Administer and process the filing and release of liens for the city as prescribed by Article 36, Chapter 3 NMSA 1978 or as otherwise provided by law; [~~and~~]

H. Administer and manage the Constituent and Council Services Department; and

I. [~~H~~]. Perform other duties prescribed by law, ordinance or city rules and regulations.

Section 2. Section 2-8 SFCC 1987 (being Ord. No. 1983-33, § 4, as amended) is hereby repealed.

Section 3. A new Section 2-8 SFCC 1987 is hereby ordained to read:

[NEW MATERIAL] 2-8 CITY DEPARTMENTS.

2-8.1 Finance Department.

A. Creation of department.

There is created a department of city government to be known as the "finance department".

B. Finance officer.

(1) *Position Established.* The position of finance officer is established. The finance officer is the city treasurer and manager of the finance department of the city. The designation as finance officer shall not be considered separate employment nor occasion any additional salary.

(2) *Duties.* The finance officer shall:

(a) Receive all money due and payable to the city;

(b) Keep his accounts and records in the manner prescribed by generally accepted accounting principles;

(c) Keep the money of the city separate from any other money in his possession;

(d) Expend the money only as directed by the governing body;

(e) Submit monthly, or more often if required by the governing body, a report of the receipts and expenditures of the city;

(f) Supervise the depositing and safekeeping of all money belonging to the city;

(g) With the advice and consent of the governing body designate banks qualified to receive or deposit money entrusted in his care;

(h) Prepare annually, for the close of the fiscal year, a comprehensive annual financial report showing the receipts, expenditures and balances for each fund. A copy of the financial report shall be filed in the finance officer; and

(i) Perform other duties prescribed by law, ordinance or city rules and regulations.

(3) *Reports to Governing Body.* The finance officer shall be responsible and report to the governing body through the city manager.

(4) *Records Open for Inspection.* The records of the finance officer shall be open to inspection by any citizen during the regular business hours of the city.

2-8.2 Community Health and Safety Department.

A. Creation of department.

There is created a department of city government to be known as the "community health and safety department", comprised of four divisions: the police department, the fire department, the community services department, and the office of emergency management.

B. Police Department.

(1) Powers and duties generally. Police officers shall execute and return all writs and processes directed to them by the municipal judge and, in criminal cases or cases of violations of city ordinances, they may serve the same in any part of the country. They shall suppress all riots, disturbances and breaches of the peace, apprehend all disorderly persons within the city and shall pursue and arrest any person fleeing from justice. They shall apprehend any person in the act of committing any offense against the laws of the state or the ordinances of the city, and forthwith bring such persons before a competent authority for examination and trial. They shall have, in the discharge of their

proper duties, like powers and be subject to like responsibilities as sheriffs or constables in similar cases.

(2) Appointment of police officers; commissions.

No person shall assume or exercise the functions, powers, duties and privileges incident or belonging to the office of municipal policeman without first having received his appointment in writing, known as his "commission", from the governing body. The advice of the chief of police shall be obtained in the employment and commissioning of all policemen of the department.

(3) Training schools and examinations.

(a) There shall be held and conducted at such times as may be prescribed by the chief of police, with the approval of the governing body, schools for training in modern police methods and practices. The schools for training and the checking of the qualifications and general fitness of applicants for positions in the police department shall be under the direction and supervision of the chief of police.

(b) All members of the police department shall take such examinations as may be prescribed.

(c) In the taking of all written examinations there shall be assigned to each applicant a number which shall be endorsed on his examination papers, and the grading of the examinations shall be by number only.

(d) Except as otherwise provided, no member shall be retained in the police department and no applicant shall be appointed to the police department unless such member or applicant, after taking the prescribed training courses, has successfully passed the prescribed examinations, written and oral; provided, that the minimum educational qualifications required by the City Personnel Act shall not apply to members of the present police department who are otherwise

qualified under the provisions hereof; provided further, that in passing on the qualifications of members of the present police department, consideration shall be given to:

(i) Length of service and faithfulness to duty; and

(ii) General aptitude for police work as disclosed by the individual records of such members to be confirmed by oral examinations.

(4) Extra or emergency police officers.

The city manager may employ on behalf of the city such extra or emergency police officers as may be required in the proper administration of municipal affairs.

(5) Police department reserve.

(a) Created. There is created the city "police department reserve force", hereinafter referred to as the "reserve".

(b) Control by Chief of Police. The reserve is under the exclusive control of the chief of the city police department who shall have the sole and exclusive authority to:

(i) Summarily discipline or dismiss members without appeal to any body or tribunal;

(ii) Approve or disapprove all bylaws, rules and regulations of the reserve; and

(iii) Approve or disapprove all officers, employees or agents of the reserve.

c. Authority. The reserve and its individual members shall only have authority in law enforcement on specific request by the city police chief. A specific request shall be made for each individual instance of service.

d. Powers and Duties.

(i) The duties of the reserve are to assist in enforcement of law by cooperating with all law enforcement agencies and regulatory bodies.

(ii) The reserve or its members when acting upon call, and only when acting upon call, of the city police chief, for the city or for another law enforcement agency or regulatory authority, shall be possessed of the same powers and duties as a city police officer or an officer of such law enforcement agency or regulatory authority.

e. Call of Members. When the city police chief calls up the members of the reserve, the call shall be in writing, list the names of each member of the reserve called, the purpose of the call, and the date and time the call begins and terminates. Except when on call, reserve members shall have no more authority in law enforcement than that of any private citizen.

f. Requests for Assistance. Should any law enforcement agency or regulatory body desire assistance from the reserve, the request shall be made to the city police chief who may authorize it, if:

(i) Reserve members are fully covered by the workman's compensation insurance policy of the assisted agency or body, and this is evidenced by a writing presented to the chief; and

(ii) Any and all liability that may arise against the city, its officers, employees or agents, the reserve, or its members as a result of such assistance, is assumed in writing by the assisted agency or body.

g. Workmen's Compensation. The city shall immediately take steps to provide necessary workmen's compensation insurance for the reserve and necessary liability insurance covering liability that may arise against the city, its officers, employees or agents as a result of the activities of the reserve on behalf of the

city. If any or a portion of such liability is to be self-insured, the self-insurance fund shall be increased accordingly.

C. Fire Department.

(1) Volunteer firefighters. There is created in the city "fire department, volunteer firefighters force", hereinafter referred to as the volunteer firefighters.

(a) The volunteer firefighters shall be subject to all regulations of the fire department of the city of Santa Fe and along with paid firemen be subject to the authority of the chief of city fire department who shall have sole and exclusive authority to:

(i) approve or disapprove of membership in the volunteer firefighters.

(ii) discipline or dismiss members of the volunteer firefighters subject to the same grievance procedure as set out in Ordinance No. 1983-44.

(b) The volunteer firefighters and its individual members shall have authority in fire protection only upon request by the city fire dispatch.

(c) Volunteer firefighters; powers and duties.

(i) The duties of the volunteer firefighters are to provide safe and efficient fire fighting by adhering to any and all city of Santa Fe standard operating procedures, as referenced herein, or as may be amended from time to time, in Exhibit A, attached hereto.

(ii) The volunteer firefighters shall be summoned and will respond simultaneously with fire apparatus. Volunteer firefighters and paid firefighters shall possess the same powers and perform the same duties.

(d) Volunteer firefighters; insurance.

(i) The city shall provide necessary liability insurance covering liability that may arise against the city, its officers, employees, volunteer

firefighters, or agents as a result of activities of the volunteer firefighters on behalf of the city. If any or a portion of such liability is to be self-insured, the self-insurance fund shall be increased accordingly.

(ii) Active volunteer firefighter members are covered by an accident, sickness, or disability insurance policy which is paid by the City of Santa Fe.

(2) Department authority and powers.

(a) Pursuant to Section 3-18-1F. and G. NMSA 1978 and 3-18-11B(1), the city may provide proper means for protection from fire and protect the property of its municipality and its inhabitants and preserve the health, safety, peace and order within the municipality. Therefore, the stated purpose of this subsection is to grant the fire department all authority necessary to protect life and property from the hazards created by fire, explosion, and similar emergencies.

(b) The fire department shall have full and complete authority in connection with fighting, mitigating, and preventing the spread of any fire that may arise within the city, with the power to do and perform all necessary or expedient acts for the fighting of fire. When called to a fire, the fire department shall have:

(i) Full and complete authority of the premises to which it has been summoned until the fire has been extinguished and the premises are deemed safe by the fire department; and

(ii) By emergency vehicle or by foot, the right of ingress and egress on all public or private streets, alleyways, roads, driveways, and thoroughfares located within the city limits or the city annexation areas.

(c) The fire department shall have full and complete authority in connection with the provision of prehospital emergency medical services within the city, with the power to do and perform all necessary or expedient acts for the provision of these services.

(d) The fire chief shall have full authority to sign agreements, approved by the city attorney's office, with landowners to implement fire hazard mitigation activities.

(3) Department members designated as special police officers. Every member duly enrolled and in good standing in the fire department shall be a special police officer of the city with power to act as such from the time of the sounding of any fire alarm until the apparatus and equipment for fighting fire has been returned to the fire station.

(4) Obstructing or interfering with firemen. It is unlawful for any person to obstruct, annoy, or interfere with firemen wile in the discharge of their duties.

(D) Community Services Division. The community services division includes senior services, libraries, and family and youth services.

(F) Office of Emergency Management.

(1) In accordance with Section 12-10-5, the "office of emergency management," shall consist of:

(a) An emergency manager who shall be appointed in accordance with Section 12-10-5 NMSA 1978, and who shall be subject to the personnel system of the city;

(b) Additional professional and administrative personnel as may be required to effectively carry out the emergency management program; and

(c) All other city officers and employees, together with those volunteer forces enrolled to aid the city during periods of disaster or emergency.

(2) Definitions.

Civil emergency means conditions of unrest, including but not limited to riot, civil disturbance, unlawful assembly, hostile military or paramilitary action, war, terrorism, or sabotage.

Comprehensive emergency management plan (CEMP) means a written document that describes the city's overall emergency management plan. A CEMP specifies the purpose, organization, responsibilities, and facilities of the agencies and officials of the city in the mitigation of, preparation for, response to, and recovery from emergencies and disasters.

Curfew means a period of time declared by the mayor, during which no person or persons, other than persons authorized by the mayor by administrative order, may be upon the public streets, sidewalks, grounds, or semi-public property, either on foot or in vehicles of any type, within the city.

Disaster means the occurrence of a natural catastrophe, technological accident, or human-caused event that has resulted in environmental damage, property damage, deaths, and/or multiple injuries, which may exceed the response capability of the local jurisdiction, necessitating state, and potentially federal, involvement.

Emergency means any occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident, earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment.

Emergency management means an approach to prevent, protect against, respond to, recover from, and mitigate the effects of incidents.

Emergency operations center (EOC) means the physical location at which the coordination of information and resources to support incident management (on-scene operations) activities normally takes place.

Emergency plan means an ongoing plan for responding to a wide variety of potential hazards.

Hazard mitigation plan means the representation of the city's commitment to reduce risks from natural hazards, serving as a guide for decision makers as they commit resources to reducing the effects of natural hazards.

National Incident Management System (NIMS) means the federal government's standardized framework of doctrines, concepts, principles, terminology, and organizational processes for emergency management.

(3) Purpose.

(a) The purpose of the office of emergency management is to coordinate the efforts of all municipal agencies and employees, nongovernmental agencies, and private sector partners to prepare for and function in the event of disasters and emergencies endangering the lives of persons in the city, property of the residents of the city, or public property in the city.

(b) The duty of the office of emergency management is to coordinate the development of emergency plans for the effective employment of municipal resources to protect the lives and health of the residents of the city and the private and public property therein from the effects of emergencies or natural or man-caused disasters.

(c) The office of emergency management shall coordinate the implementation of such plans in preparation for, during, and after periods of emergency or disaster. Such plans shall be coordinated with those of the county and in

consonance with the state emergency management plans.

(4) Emergency manager. The emergency manager shall:

(a) Be responsible to the [~~city manager~~] Director of Community Health and Safety for the organization, administration, and operation of the emergency management program of the city;

(b) Coordinate the emergency management activities of all municipal departments and agencies of the city, nongovernmental agencies, and private sector partners;

(c) Be the liaison and cooperate with the emergency management agencies of the federal government, the state, the county, and the other political subdivisions therein;

(d) Develop an organizational structure for the office of emergency management, subject to the approval of the governing body and recommend appointments to fill the positions established therein subject to the city manager's authority;

(e) Manage the emergency operations center ("EOC"); establish the overall structure, roles, responsibilities, and direction for the operation of the EOC; and ensure that the EOC is appropriately sited, staffed, equipped, and maintained;

(f) Maintain written emergency plans, including but not limited to all chapters, annexes, and appendices of the Comprehensive Emergency Management Plan and Hazard Mitigation Plan, and annually review the plans to identify any recommendations for revisions; and

(g) Maintain records documenting compliance with requirements of federal and state emergency management programs, including the National Incident Management System.

(5) Financing.

(a) Funds for necessary expenses of the office of emergency management, including salaries for approved positions, may be made available through appropriations by the governing body in accordance with Section 12-10-7 NMSA 1978.

(b) The emergency manager shall prepare and submit to the governing body an annual proposed budget for emergency management expenditures and shall indicate those amounts eligible for matching funds under the federal grant programs.

(c) During an emergency, purchases may be exempt from the city's procurement code, as permitted pursuant to Section 11-13 SFCC 1987.

2-8.3 Community Development Department.

There is created a department of city government to be known as the "community development department" that shall include the following divisions: economic development division, office of affordable housing, land use division, tourism Santa Fe division, recreation division, and the arts and culture division.

2-8.4 Information Technology and Telecommunications Department.

There is created a department of city government to be known as the "information technology and telecommunications department".

2-8.5 Public Works Department.

There is created a department of city government to be known as the "public works department".

2-8.6 Public Utilities Department.

There is created a department of city government to be known as the "public utilities department".

2-8.7 Human Resources Department.

There is created a department of city government to be known as the "human resources department".

2-8.8 Council and Constituent Relations Department.

There is created a department of city government to be known as the "council and constituent relations department," within the office of the city clerk.

Section 4. Section 2-9 SFCC 1987 (being _____) is hereby repealed.

Section 5. Section 2-10 SFCC 1987 (being _____) is hereby repealed.

Section 6. Section 2-11 SFCC 1987 (being Ord. No. 1983-33, § 1, as amended) is hereby repealed.

Section 7. Section 2-12 SFCC 1987 (being Ord. No. 2007-45) is hereby repealed.

Section 8. Section 2-13 SFCC 1987 (being Ord. No. 1987-26, § 2, as amended) is hereby repealed.

Section 9. Section 2-16 SFCC 1987 (being Ord. No. 1975-20, as amended) is hereby repealed.

Section 10. Section 2-19 SFCC 1987 (being Ord. No. 2014-22, § 2) is hereby repealed.

Section 11. Section 2-21 SFCC 1987 (being Ord. No. 2014-22, § 3) is hereby repealed.

Section 12. Section 2-22 SFCC 1987 (being Ord. No. 1983-33, § 4, as amended) is hereby amended to read:

2-22 INTERNAL AUDIT [~~DEPARTMENT~~].

2-22.1 Short title.

Section 2-22 SFCC 1987 shall be cited as the "Internal Audit [~~Department~~] Ordinance."

2-22.2 Findings; purpose; goals.

A. The governing body finds that good governance, transparency and accountability are critical in the public sector for the effective and credible functioning of a healthy democracy, and in fulfilling the government's responsibility to citizens and taxpayers.

B. Transparent and reliable reporting and effective auditing in government serve to promote accountability, enhance the effectiveness of government services to its citizens, and increase the public's confidence in their government.

C. The members of the governing body share a duty to insure that the actions of public officials, employees and contractors of the city are carried out in the most responsible manner possible and that city policies, budgets, goals and objectives are fully implemented.

D. To accomplish this, the city requires the services of an independent office or contractor to provide independent, objective assurance and review services designed to promote transparency, accountability, efficiency and effectiveness of city government.

E. The governing body does hereby establish the internal audit department, an independent city department of city government or an independent contractor reporting to the city manager, which shall oversee the functions hereby established. To ensure independence and compliance with generally accepted governmental auditing standards, the internal auditor:

(1) Shall report results to the city manager, the audit committee, the finance committee and the governing body;

(3) Has access to the governing body in accordance with the Open Meeting Act; and

(4) Is sufficiently removed from political pressures to conduct audits and report findings, opinions, and conclusions objectively without fear of political reprisal.

F. The [~~governing body also directs the~~] internal audit department, in cooperation with the audit committee, shall establish job descriptions and department policies

and procedures based on generally accepted governmental auditing standards; and to adopt the Code of Ethics as defined by the Institute of Internal Auditors.

2-22.3 Definitions.

For the purpose of this section, the following definitions shall apply, unless the context clearly indicates or requires a different meaning.

Auditees mean the city related departments, programs, activities, agencies, vendors, contractors, employees, public officials or other city related entities affected by an audit or investigation.

Committee means the City of Santa Fe audit committee.

Contractors mean all city contractors.

Employee means a city employee.

Internal auditor means the internal auditor who is the head of the internal audit department or the city's primary contact for the internal audit contractor.

Official means the mayor or a city councilor.

Report means an audit, a special audit, an investigation and/or an examination.

Special investigation or special audit means additional procedures or audits undertaken because the need was not previously foreseen.

2-22.4 Creation of the internal audit department; resources; staff.

A. The internal audit department is created as an independent office of city government. The internal auditor [~~is~~] shall either be the head of the internal audit department or an independent contractor and shall report to the city manager.

B. The audit committee shall review applications for and make a recommendation to the city manager for hiring an internal auditor[~~, a city employee~~].

C. The internal auditor shall review applications and make recommendations to the city manager for hiring other internal audit department employees[~~;~~] or procuring independent contractors [~~to be procured~~] for assistance with the internal audit [~~department~~].

D. In accordance with law and in consultation with the city attorney's office, the city manager shall report proposed personnel actions, such as hiring, discipline, or termination, relating to the internal auditor to the audit committee in executive session, in accordance with the New Mexico Open Meetings Act. Nothing in this paragraph shall prohibit the city manager from immediately placing the internal auditor on administrative leave due to a proposed personnel action; however, the city manager shall report the proposed personnel action to the audit committee, within seven (7) business days from the date the internal auditor is placed on administrative leave.

E. The internal auditor's work shall result in a complete written final report being made of each annual audit, special audit, investigation and/or examination made ("report") and shall be delivered to the city manager, except if the city manager is the subject of the audit, then the report shall be delivered to the mayor. The internal auditor shall also notify the governing body in writing that the final report has been delivered. Each report, in its final form, shall set out in detail, in a separate section, any violation of law or good accounting practices found. Such reports are confidential under this section until placed on the finance committee's agenda or put in their final form, whichever occurs first. Reports shall not exist in a draft form for more than thirty (30) days without presentation to the finance committee. Final reports shall also be timely presented to the audit committee. If the draft report is not ready to be delivered to the city manager in its final form or is not ready to be presented to the finance committee after thirty (30) days, then staff shall inform the finance committee, in writing, the specific date, absent court order not exceeding twenty (20) days, when the final

report will be delivered to the city manager or presented to the finance committee and the stated basis for the additional time needed.

F. Any final report for presentation to city committees or the governing body shall be included in the meeting packet and such meeting packets shall be posted on the city's website.

G. Prior to the committee meeting a final report placed on a committee agenda shall be accessible by all members of the governing body and the public, and at such time shall become a public record consistent with the Inspection of Public Records Act and its exemptions.

H. Within thirty (30) days after receipt of the report, the employee and/or division and/or department audited may notify the internal auditor of any errors in the report. If the internal auditor is satisfied from data or documents at hand, or by an additional investigation, that the report is erroneous, the internal auditor shall correct the report and furnish copies of the corrected report to all parties receiving the original report.

I. The internal auditor may disclose audit information or audit documentation that is confidential, without losing the confidentiality under this Ordinance to an independent external auditor in connection with a special audit, performance audit, attestation engagement, or other existing or potential engagement regarding the financial affairs and transactions of the city.

J. The auditor's budget shall be reflected in the city manager's proposed budget as a separate department. The budget shall be sufficient to allow the organization to carry out its responsibilities, including sufficient funding for annual continuing professional education requirements and professional certification as required by the generally accepted governmental auditing standards. The auditor's proposed budget shall be prepared and presented to the finance director and the city manager.

2-22.5 Internal auditor's duties; responsibilities; authority; administrative subpoena power.

A. If the internal auditor detects instances of possible fraud, waste, or abuse or potential violations of law by an auditee, [~~he~~] the auditor shall report the irregularities to the city manager and the audit committee.

(1) In accordance with Section 12-6-6 NMSA 1978 and state auditor's Rule 2.2.2.10K(3), a notification letter regarding the possible fraud, waste, or abuse shall also be sent to the state auditor's office whether or not an investigation by the internal auditor is conducted.

(2) If the irregularity is criminal in nature, the internal auditor shall immediately refer the irregularity to the appropriate prosecuting authority.

(3) If the irregularity warrants a special investigation, audit, and/or special audit, then the internal auditor shall conduct a special investigation, audit and/or special audit. The report shall be submitted to the city manager, the audit committee, the auditee, the governing body through the finance committee.

(4) The internal auditor shall not accept complaints related to discrimination or labor law matters. In some cases, it may be appropriate for internal audit to work with investigators or legal authorities, or withdraw from or defer further audit work on the audit or portion of the audit to avoid interfering with an ongoing investigation or legal proceeding.

B. The internal auditor shall adhere to generally accepted governmental auditing standards in conducting its work and will be considered independent as defined by those standards.

C. The internal auditor's work ~~department~~ is subject to a peer review by an appropriate professional non-partisan objective group every three (3) to five (5) years if the

internal auditor is an employee; contract internal auditors shall serve for no more than four consecutive years. A copy of the written report by an objective group shall be furnished to the city manager, audit committee, and governing body, via the finance committee.

D. The internal auditor shall have the power to subpoena witnesses, administer oaths, and require the production of records subject to the New Mexico Rules of Civil Procedure. In the case of a refusal to obey a subpoena issued to any person, the internal auditor may make application to any district court in the state that shall have the jurisdiction to order the witness to appear before the internal auditor and to produce evidence if so ordered, or to give testimony touching on the matter in question.

2-22.6 Scope of audits.

A. Audits, except for special audits or special investigations/examinations, will be conducted based on an annual audit plan developed in accordance with applicable professional auditing standards. This plan and any modifications thereof, are to be reviewed by the audit committee and recommended for approval.

(1) Within sixty (60) days before the beginning of each fiscal year, the internal auditor shall submit a one-to-five-year audit plan to the audit committee, the city manager and the governing body for review and comments, but the internal auditor shall have final authority to select the audits planned. The proposed plan shall include the rationale for the selections, for auditing departments, offices, boards, activities, subcontractors and agencies for the period. This plan may be amended after review;

(2) The final plan and any amendments will be presented to the audit committee, the city manager, and subject to approval of the governing body;

(3) In the selection of audit areas and audit objectives, the determination of audit scope and the timing of audit work, the internal auditor should

consult with federal, state, and other external auditors so that the desirable audit coverage is provided and audit effort is properly coordinated.

B. The internal auditor is authorized to conduct the following audits as defined in generally accepted governmental auditing standards:

(1) *Performance/Management Audits.* Performance audits are defined as engagements that provide assurance or conclusions based on an evaluation of sufficient and appropriate evidence against stated criteria, such as specific requirements, measures, or defined business practices.

(2) *Financial Audits.*

(3) *Attestation Engagements.* Attestation engagements result in an examination, a review, or agreed upon procedures about a subject matter that is the responsibility of another party. This includes special audits.

(4) *Advisory (Non-Audit) Services.* This includes special investigations. The issued report shall not include an opinion statement or a statement indicating the investigation was done in accordance with generally accepted government auditing standards. These services are subject to applicable professional standards.

C. The auditor shall have the authority to conduct performance and financial audits, attestation engagements or to provide advisory (non-audit) services to independently and objectively determine whether:

(1) The city, state or federal law authorizes the implemented activities and programs that are the subject of the audit;

(2) The objectives intended by city, state, or federal law are efficiently and effectively accomplished in the implementation of activities and programs;

(3) The expenditure of funds was or is in compliance with applicable laws;

(4) The revenues were or are properly collected, deposited, and accounted for;

(5) The entity, programs, activities, functions, or policies are effective, including the identification of any causes of inefficiencies or uneconomical practices;

(6) The desired result or benefits are being achieved;

(7) Resources, including funds, property and personnel, were or are adequately safeguarded, controlled, and used in a faithful, effective, and efficient manner;

(8) Financial and other reports fairly and fully disclosed all information as required by law necessary to evaluate and ascertain the nature and scope of programs and activities;

(9) Management established operating and administrative procedures and practices, accounting internal control systems and internal management controls were and are adequate and functioning as intended;

(10) City policies, budgets, goals, and objectives were and are fully implemented; and

(11) Indications of fraud, waste, abuse, or illegal acts are valid and need further investigation.

2-22.7 Reports.

A. The internal auditor shall report results of all types of audits, investigations and/or engagements in their final report form to the audit committee, the city manager, the auditees, and the governing body via the finance committee.

B. All types of audit reports, investigations, and/or engagements, in their final report form, are public records, available for public inspection.

C. The internal auditor's reports, including attestation engagements, shall follow the guidelines as specified in generally accepted governmental auditing standards, or in the case of a non-audit service applicable professional auditing standards.

D. At a minimum audit and attestation engagement reports should include:

(1) Statements describing the objectives, scope and methodology of the audit;

(2) A statement that the audit was performed in accordance with generally accepted government auditing standards;

(3) Background information, audit results, and findings as appropriate;

(4) A conclusion based on the audit objectives and the audit findings~~.~~; and

(5) The findings in the audit report should present sufficient, appropriate evidence to support the conclusion in relation to the audit objectives.

E. Responses submitted by the city manager relevant to the audit findings must include a remediation plan specifying dates and corrective action to be taken to resolve the issue.

(1) A response is required within fourteen (14) days of receipt of a final report;

(2) If no response is received, the internal auditor will note that fact in the transmittal letter and will release the report without a remediation plan.

F. The internal auditor shall submit an annual report to the audit committee, city manager, and governing body via the finance committee within sixty (60) days after fiscal year end indicating all audits, investigations, and/or engagements completed, major findings, corrective actions taken by administrative managers, and significant issues which have not been fully addressed by management.

2-22.8 Reporting.

The internal auditor shall follow the internal audit plan, report to the governing body via the finance committee, the auditees, the city manager, and the audit committee regarding all audit activities, results, and conclusions. Depending on the type of audit, the internal auditor shall report more frequently when requested.

2-22.9 Contract auditors, consultants, and experts.

Within budgetary constraints, the internal auditor may obtain the services of certified public accountants, qualified management consultants, certified fraud examiners, forensic auditors, or other professional experts necessary to perform the functions of the internal audit department. Contractors performing an audit shall not have any financial interest in the affairs of the auditees, officials, or employees. The internal auditor shall coordinate and monitor auditing performed by persons under contract to the internal auditor.

2-22.10 Penalty; cooperation; retaliation prohibited.

A. All city officials, employees, and contractors shall provide the internal auditor full and unrestricted access to all city offices, employees, records, information, data, reports, plans, projections, matters, contracts, memoranda, correspondence, electronic data, property, equipment and facilities, and any other materials within their custody. At the internal auditor's request, an official, employee, or contractor shall prepare reports and provide interviews. If an auditee, official, employee, vendor, or contractor fails to produce the requested information, the internal auditor shall notify the city manager requesting his assistance in causing a search to be made and germane exhibits to be taken from any book, paper, or record, written or electronic, excepting personal property. The city manager shall require the officials, employees, vendors, or contractors to produce the requested information. Further, all contracts with outside contractors and subcontractors shall contain a "right-to-audit" clause providing the internal auditor access to the contractor's employees and to all financial and performance

related records, property, and equipment purchased in whole or in part with governmental funds.

B. No person shall retaliate against, punish, or penalize any other person for complaining to, cooperating with, or assisting the internal auditor in the performance of his office. The internal auditor, all city employees and public officials, and any person cooperating with the internal auditor in performance of duties has the same protections as provided for in the Federal Whistle Blower Protection Act and the New Mexico Whistleblower Protection Act, Sections 10-16C-1 et seq. NMSA 1978.

C. Any official or employee who violates this section may be subject to discipline as may be specified in applicable city ordinances or any applicable collective bargaining agreement.

2-22.11 Audits and the Inspection of Public Records Act.

A. This subsection is adopted pursuant to the general welfare and police powers conferred upon the city of Santa Fe by § 3-17-1 et seq. and § 3-18-1 et seq. NMSA 1978, pursuant to the powers conferred upon the city of Santa Fe by the New Mexico Constitution, Article X §§ 6(D) and 6(E) and the Municipal Charter Act § 3-15-1 et seq. NMSA 1978, which have been exercised by the city's adoption of the Santa Fe Municipal Charter. The purpose of this subsection is within both the city's home rule powers and the delegated powers that all municipalities have to provide for the general welfare of their residents by the general welfare clause in Section 3-17-1(B) NMSA 1978 and police power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order within the municipality" by Section 3-18-1(F) and (G) NMSA 1978.

B. At all times during the audit process and after the report becomes a public record; the internal auditor shall follow applicable standards and 2.2.2 NMAC regarding the release of any information relating to the audit. Applicable standards include but are not

limited to the AICPA Code of Ethics Rule 301 and related interpretations and guidance, Institute for Internal Auditors interpretations and guidance and GAGAS 4.30 to 4.32 and GAGAS 4.40 to 4.44.

Section 13. Section 2-23 SFCC 1987 (being Ord. No. 2020-3, § 1, as amended) is hereby repealed.

Section 14. 26-1.6 SFCC 1987 (being Ord. No. 2005-30(A), § 35 and Ord. #2007-45, § 30, as amended) is hereby amended to read:

26-1.6 - Creation of office of affordable housing.

A. The office of affordable housing shall be established to administer the Santa Fe homes program in accordance with the provisions of this chapter, and to administer the city's other affordable housing programs. [~~The office of affordable housing shall be an independent department responsible to the city manager.~~]

B. In administering this chapter, the office of affordable housing shall work with the land use [~~department~~] division to eliminate conflict and duplication in the permitting and development approval process.

C. The office of affordable housing shall administer any agreements previously executed by the city and others.

Section 15. 26-3.5 SFCC 1987 (being Ord. No. 2007-23, § 8, as amended) is hereby amended to read:

26-3.5 - Definitions.

AHTF means the affordable housing trust fund.

Administrative procedures refer to the administrative procedures adopted by resolution that outline application, evaluation, and all other administrative procedures associated with the AHTF.

Affordable housing means residential housing primarily for persons or households of low

or moderate income.

Allowable uses means those uses for the AHTF which are set forth in subsection 26-3.4 SFCC 1987.

Community housing priorities means priorities established from time to time by the governing body to guide the allocation of funds from the AHTF.

Comprehensive housing strategy means a services delivery system that addresses the full continuum of housing needs from the homeless to the homebuyer.

Eligible households means a person or households of low or moderate income as defined in rules adopted by the New Mexico Mortgage Finance Association.

Leverage means the dollar value of other resources committed to projects for which an application and approval has been received for a loan or grant from the AHTF. Each dollar committed to the project that is not generated from the AHTF shall be considered as leverage.

Office of affordable housing means the [~~department~~] division of the city of Santa Fe or its successor administering affordable housing programs.

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Bills/Department Reorganization



- DENOTES NEW PROPOSAL

ACTION SHEET
PUBLIC WORKS AND PUBLIC UTILITES COMMITTEE MEETING OF 07/27/2020

ISSUE NO. 7E

Request for Approval to Publish Notice of Public Hearing on August 29, 2020: BILL 2020-20. An Ordinance Relating to Creating Efficiencies, Enhancing Effectiveness, and Eliminating Silos by Reorganizing Certain City Departments, Organizing the Economic Development Division, Affordable Housing Office, Land Use Department, Tourism Santa Fe Department, Recreation Division, and the Arts and Culture Department as Divisions of a Community Development Department; Organizing the Community Services Department, Police Department, Fire Department, and Office of Emergency Management as Divisions of a Community Health and Safety Department; and Placing the Constituent and Council Relations Department into the City Clerk's Office; Amending 2.6-3; Replacing Section 2-8 SFCC 1987 with a New Section 2-8 SFCC that Establishes all City Departments; Reorganizing Existing Sections 2-8, 2-14, 2-15, 2-19, and 2-10 as Subsections of the New Section 2-9; Establishing in Ordinance the Existing Information Technology and Telecommunications Department and the Constituent and Council Services Department; and Repealing the Sections of Chapter 2 that Establish Departments that Are Either Becoming Divisions or No Longer Exist, Sections 2-9, 2-10, 2-11, 2-12, 2-13, 2-16, 2-19, 2-21, and 2-23 SFCC 1987; Amending Section 2-22 SFCC 1987 to Provide Contract Internal Audit Functions; and Amending Sections 26-1.6 and 26-3.5 Regarding the Office of Affordable Housing. (Jesse Guillen, Legislative Liaison jbguillen@santafenm.gov, 955-6518; Erin K. McSherry, City Attorney; ekmcsherry@santafenm.gov, 955-6512)

COMMITTEE REVIEW

Governing Body (Request to Publish)	07/29/2020
Quality of Life Committee (Scheduled)	08/05/2020
Governing Body (Public Hearing)	08/26/2020

PUBLIC UTILITES COMMITTEE ACTION: Pulled by Councilor Vigil Coppler to inform the public about the meeting. Unanimously approved to forward to 7/29/2020 Governing Body.

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

RESOLUTION NO. 2020-__

INTRODUCED BY:

A RESOLUTION

CREATING A COMMUNITY HEALTH AND SAFETY TASK FORCE.

WHEREAS, the City of Santa Fe (City) recognizes the national movement that is taking place across the country calling for communities to assess, improve and reimagine ways in which social justice, law enforcement and community health and safety must come together on behalf of all people and;

WHEREAS, the City's Police Department, Fire Department, Community Services Department, and Emergency Management Department all contribute to the City's mission of community health and safety and;

WHEREAS, the City has developed certain community programs, such as "MIHO," "THRIVE," and "CONNECT" that are examples of innovative ways the City can improve the lives of its community through collaboration, cross-departmental community service, and more appropriate types of responsiveness to different kinds of calls for help or assistance and at the same time represent important and useful building blocks for additional innovative approaches and;

WHEREAS, the City's residents and leadership are in broad agreement about the need for thoughtful and inclusive self-examination of the ways in which traditional approaches toward public safety have been provided, acknowledging the call for racial and social justice, recognizing the historical injustices that have too often led to violence and inequities in communities of color ; and;

WHEREAS, the City of Santa Fe seeks to continuously improve its provision of services and evolve its practices to best ensure equitable treatment of community members and a community-health driven practice of public safety.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that a Community Health and Safety ("CHS") Task Force is hereby created.

Section 1. NAME: The task force shall be called the Community Health and Safety Task Force

Section 2. PURPOSE: the purpose of the CHS Task Force is to examine ways in which the City's community health and safety services can work together as complementary parts of an overall strategy for the benefit of all of the people of Santa Fe.

Section 3. DUTIES AND RESPONSIBILITIES: The CHS Task Force shall accomplish the following tasks:

A. Assess SFPD policies, procedures and practices, with attention to data and written documents, including SFPD's use of force policies, professional standards and ethics, the training that officers receive during and after attending the state's Police Academy, equipment and weapons, staffing and pay levels, workloads and calls for service, 9-1-1 call handling and dispatch services, among other matters;

B. Assess ways the SFPD can connect with all facets of the community to provide safety and offer services and engender trust and mutual respect;

C. Assess the ways the SFFD, Emergency Management, Community Services, and the SFPD can provide mutual support in achieving their shared missions to keep the people of Santa Fe healthy and safe;

D. Examine City programs, such as MIHO, THRIVE, CONNECT and others to find existing initiatives that can be building blocks for future cross-department collaboration;

E. Explore types of calls for service that could be better handled or responded to by non-SFPD personnel;

F. Provide an opportunity for a broad cross-section of the Santa Fe community to give advice and offer their experiences and ideas that will help improve the quality and consistency of community health and safety; and

G. Examine such other matters as the co-chairs and members of the Task Force may deem relevant to their mission or related to the general purpose of the Task Force.

Section 4. MEMBERSHIP; OFFICERS; TERMS:

A. *Membership.* The CHS Task Force membership shall consist of eleven members appointed by the mayor with the approval of the Governing Body. Two of the members shall be city councilors and nine shall be members of the general public with experience or knowledge in community health and/or public safety who reside within the municipal boundaries of the City of Santa Fe; four of the general public members shall be selected from each of the City districts, with five members serving in an at-large capacity.

B. *Officers.* The appointed city councilors shall serve as co-chairs of the Task Force.

C. *Terms.* Members shall serve until they complete their duties and responsibilities as set forth above.

D. *Compensation.* Members shall not receive compensation for their service on the CHS Task Force.

Section 5. VACANCIES: Vacancies on the CHS Task Force shall be filled in the

same manner as initial appointments.

Section 6. MEETINGS; DURATION: The CHS Task Force shall conduct a series of public conversations and, at least once per month, shall conduct public meetings to discuss and develop recommendations related to the duties and responsibilities described above. Unless further extended by the Governing Body, the CHS Task Force shall conclude no more than three (3) months from the date the members are appointed.

Section 7. STAFF LIAISON: The City Manager shall appoint an appropriate staff member to serve as the liaison to the Task Force.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2020.

_____

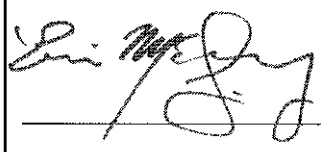
ALAN WEBBER, MAYOR

ATTEST:

_____

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:



_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/Community Health and Safety Task Force

FIR No. 3268

City of Santa Fe
Fiscal Impact Report (FIR)

This Fiscal Impact Report (FIR) shall be completed for each proposed bill or resolution as to its direct impact upon the City's operating budget and is intended for use by any of the standing committees of and the Governing Body of the City of Santa Fe. Bills or resolutions with no fiscal impact still require a completed FIR. Bills or resolutions with a fiscal impact must be reviewed by the Finance Committee. Bills or resolutions without a fiscal impact generally do not require review by the Finance Committee unless the subject of the bill or resolution is financial in nature.

Section A. **General Information**

(Check) Bill: _____ Resolution: x
(A single FIR may be used for related bills and/or resolutions)
Short Title(s): Creating a Community Health and Safety Task Force

Sponsor(s): Councilor Renee Villareal, Councilor Chris Rivera

Reviewing Department(s): Legislative Services

Persons Completing FIR: Jeff Norris, Assistant to the Legislative Liaison Date: 7/22/20 Phone: 955-6692

Reviewed by City Attorney: _____ Date: 7/24/20
(Signature)

Reviewed by Finance Director: _____ Date: _____
(Signature)

Section B. **Summary**
Briefly explain the purpose and major provisions of the bill/resolution:
The purpose of the Community Health and Safety Task Force is to examine and make recommendations regarding ways in which the city's community health and safety services can work together as complementary parts of an overall strategy for the benefit of all people of Santa Fe.

Section C. **Fiscal Impact**
Note: Financial information on this FIR does not directly translate into a City of Santa Fe budget increase. For a budget increase, the following are required:
a. The item must be on the agenda at the Finance Committee and City Council as a "Request for Approval of a City of Santa Fe Budget Increase" with a definitive funding source (could be same item and same time as bill/resolution)
b. Detailed budget information must be attached as to fund, business units, and line item, amounts, and explanations (similar to annual requests for budget)
c. Detailed personnel forms must be attached as to range, salary, and benefit allocation and signed by Human Resource Department for each new position(s) requested (prorated for period to be employed by fiscal year)*

1. Projected Expenditures:
a. Indicate Fiscal Year(s) affected – usually current fiscal year and following fiscal year (i.e., FY 03/04 and FY 04/05)
b. Indicate: "A" if current budget and level of staffing will absorb the costs
"N" if new, additional, or increased budget or staffing will be required

Finance Director: _____

c. Indicate: "R" – if recurring annual costs
"NR" if one-time, non-recurring costs, such as start-up, contract or equipment costs
d. Attach additional projection schedules if two years does not adequately project revenue and cost patterns
e. Costs may be netted or shown as an offset if some cost savings are projected (explain in Section 3 Narrative)

Form adopted: 01/12/05; revised 8/24/05; revised 4/17/08

_____x_____ Check here if no fiscal impact

Column #:	1	2	3	4	5	6	7	8
	Expenditure Classification	FY _____	"A" Costs Absorbed or "N" New Budget Required	"R" Costs Recurring or "NR" Non-recurring	FY _____	"A" Costs Absorbed or "N" New Budget Required	"R" Costs – Recurring or "NR" Non-recurring	Fund Affected
	Personnel*	$_____	_____	_____	$_____	_____	_____	_____
	Fringe**	$_____	_____	_____	$_____	_____	_____	_____
	Capital Outlay	$_____	_____	_____	$_____	_____	_____	_____
	Land/ Building	$_____	_____	_____	$_____	_____	_____	_____
	Professional Services	$_____	_____	_____	$_____	_____	_____	_____
	All Other Operating Costs	$_____	_____	_____	$_____	_____	_____	_____
	Total:	$_____			$_____			

* Any indication that additional staffing would be required must be reviewed and approved in advance by the City Manager by attached memo before release of FIR to committees. **For fringe benefits contact the Finance Dept.

2. Revenue Sources:

a. To indicate new revenues and/or

b. Required for costs for which new expenditure budget is proposed above in item 1.

Column #:	1	2	3	4	5	6
	Type of Revenue	FY _____	"R" Costs Recurring or "NR" Non-recurring	FY _____	"R" Costs – Recurring or "NR" Non-recurring	Fund Affected
	_____	$_____	_____	$_____	_____	_____
	_____	$_____	_____	$_____	_____	_____
	_____	$_____	_____	$_____	_____	_____
	Total:	$_____		$_____		

Form adopted: 01/12/05; revised 8/24/05; revised 4/17/08

3. Expenditure/Revenue Narrative:

Explain revenue source(s). Include revenue calculations, grant(s) available, anticipated date of receipt of revenues/grants, etc. Explain expenditures, grant match(s), justify personnel increase(s), detail capital and operating uses, etc. (Attach supplemental page, if necessary.)

The Health and Safety Task Force is not expected to require any extra expense except for some additional staff time within allotted hours.

Section D. **General Narrative**

1. Conflicts: Does this proposed bill/resolution duplicate/conflict with/companion to/relate to any City code, approved ordinance or resolution, other adopted policies or proposed legislation? Include details of city adopted laws/ordinance/resolutions and dates. Summarize the relationships, conflicts or overlaps.

There are not conflicts with the resolution, but the recommendations resulting from the Task Force may include changing laws.

2. Consequences of Not Enacting This Bill/Resolution:

Are there consequences of not enacting this bill/resolution? If so, describe.

Without the resolution, the Task Force would not be created as a formal mechanism for providing policy recommendations to the City regarding public health and safety.

3. Technical Issues:

Are there incorrect citations of law, drafting errors or other problems? Are there any amendments that should be considered? Are there any other alternatives which should be considered? If so, describe.

None identified.

4. Community Impact:

Briefly describe the major positive or negative effects the Bill/Resolution might have on the community including, but not limited to, businesses, neighborhoods, families, children and youth, social service providers and other institutions such as schools, churches, etc.

The Resolution will create a forum for the community to participate in discussions regarding public health and safety as impacted by City government and the recommendations resulting from those discussions.

ACTION SHEET
PUBLIC WORKS AND PUBLIC UTILITES COMMITTEE MEETING OF 07/27/2020

ISSUE NO. 7D

Consideration of Resolution 2020- Approval of a Resolution Creating a Community Health and Safety Task Force. (Councilors Renee Villareal and Chris Rivera) (Jeff Norris, Assistant to the Legislative Liaison, jtnorris@santafenm.gov, 955-6692)

COMMITTEE REVIEW
Governing Body (Scheduled) 07/29/2020

PUBLIC UTILITES COMMITTEE ACTION: Pulled by Councilor Vigil Coppler for discussion. Approved unanimously approved to forward to 7/29/2020 Governing Body.

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
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2020-__
Community Health and Safety Task Force (Substitute)

Mayor and Members of the City Council:

We propose the following amendment(s) to Resolution No. 2020-__:

1. On page 3, line 18 ***insert*** the following new paragraph:

   "H. Provide periodic reports to the Governing Body on recommendations made to other entities for implementation and seek approval for recommendations where resolutions or ordinances may require Governing Body adoption prior to implementation."

Respectfully submitted,

_____ _____

JoAnne Vigil Coppler, Councilor Michael J. Garcia, Councilor

Approved as to Form:

_____

Erin K. McSherry, City Attorney

ADOPTED: _____

NOT ADOPTED: _____

DATE: _____

_____

Yolanda Y. Vigil, City Clerk

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-__

INTRODUCED BY:

Mayor Alan Webber

Councilor Chris Rivera

Councilor Renee Villarreal

A RESOLUTION

CREATING A COMMUNITY HEALTH AND SAFETY TASK FORCE.

WHEREAS, the City of Santa Fe ("City") recognizes the national move ment that is taking place across the country calling for communities to assess, improve and reimagine ways in which social justice, law enforcement and community health and safety must come together on behalf of all people; and

WHEREAS, the City's Police Department ("SFPD"), Fire Department ("SFFD"), Community Services Department, and Emergency Management Department all contribute to the City's mission of community health and safety;

WHEREAS, the City has developed certain community programs, such as the Mobile Integrated Health Office (MIHO), THRIVE, formerly known as the LEAD – Law Enforcement Assisted Diversion – program and most recently CONNECT[1] that are examples of innovative ways

[1] A network of navigators at clinics, community organizations, and city and county programs. Navigators are community health workers, volunteers, or social workers who link people to services and resources in our community. Agencies in the network are connected through a shared technology platform enabling navigators to send and receive secure electronic referrals, address residents' social needs, and improve individual and community health.

the City can improve the lives of [its] the community through collaboration, cross-departmental community service, and more appropriate and effective types of responsiveness to [different] various kinds of calls for help or assistance and at the same time represent important and useful building blocks for additional innovative approaches; and

WHEREAS, the City's residents and leadership are in broad agreement about the need for thoughtful and inclusive self-examination of the ways in which traditional approaches toward public safety have been provided, acknowledging the call for racial and social justice, recognizing the historical injustices that have too often led to violence and inequities in communities of color ; and

WHEREAS, the City of Santa Fe seeks to continuously improve its provision of services and evolve its practices to best ensure equitable treatment of community me mbers and a community-health driven practice of public safety.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that a Community Health and Safety ("CHS") Task Force is hereby created.

[~~Section 1. NAME:~~ ~~The task force shall be called the Community Health and Safety~~ Task Force]

Section [2]1. PURPOSE: the purpose of the CHS Task Force is to examine ways in which the City's community health and safety services can work together as complementary parts of an overall strategy for the benefit of all [of the people] residents of Santa Fe.

Section [3]2. DUTIES AND RESPONSIBILITIES: The CHS Task Force shall accomplish the following tasks:

A. Assess SFPD internal operations, policies, procedures and practices, with attention to data-informed research [~~and written documents, including~~] Some aspects that may be assessed, depending on the task force identified priorities, include, but are not limited to: examining SFPD's use of force policies, professional standards and ethics, [the training that

~~officers receive during and after attending the state's Police Academy~~] officer and department trainings, equipment and weapons, staffing [and pay levels], workloads, [and] calls for service, 9-1-1 call handling and dispatch services, among other matters;

B. Assess ways the SFPD can connect with all facets of the community to provide safety and offer services [and engender] while engendering trust and mutual respect;

C. Assess the ways the SFFD, Emergency Management, Community Services, and the SFPD can provide mutual support in achieving their shared missions to keep the [people] residents of Santa Fe healthy and safe;

D. Examine City programs, such as MIHO, THRIVE, CONNECT and others to find existing initiatives that can be building blocks for future cross-department collaboration;

E. Explore types of calls for service that could be better handled or responded to by [~~non-SFPD personnel~~] human service or social science field professionals;

F. Provide an opportunity for a broad cross-section of the Santa Fe community to give advice and offer their experiences and ideas that will help improve the quality and consistency of community health and safety; and

G. Examine such other matters as the co-chairs and members of the Task Force may deem relevant to their mission or related to the general purpose of the Task Force.

Section 4. MEMBERSHIP; OFFICERS; TERMS:

A. *Membership.* The CHS Task Force membership shall consist of eleven members appointed by the mayor with the approval of the Governing Body. Two of the members shall be city councilors and nine shall be members of the general public with experience or knowledge in community health, [and/or] public safety, restorative justice, and/or social or racial justice community work, who reside within the municipal boundaries of the City of Santa Fe; four of the general public members shall be selected from each of the City districts, with five members serving in an at-large capacity.

B. *Officers*. The appointed city councilors shall serve as co-chairs of the Task Force.

C. *Terms*. Members shall serve until they complete their duties and responsibilities as set forth above.

D. *Compensation*. Members shall not receive compensation for their service on the CHS Task Force.

Section 5. VACANCIES: Vacancies on the CHS Task Force shall be filled in the same manner as initial appointments.

Section 6. MEETINGS; DURATION: The CHS Task Force shall [conduct a series ~~of public conversations and,~~] at least [once] twice per month, shall conduct public meetings to discuss and develop recommendations related to the duties and responsibilities described above. Unless further extended by the Governing Body, the CHS Task Force shall conclude no more than [three (3)] six (6) months from the date the members are appointed.

Section 7. STAFF LIAISON: The City Manager shall appoint an appropriate staff member to serve as the liaison to the Task Force.

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

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-_

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON JULY 27, 2020 BY SIXTY (60) DAYS, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico Department of Health; and

WHEREAS, on May 25, 2020, the Mayor proclaimed a state of emergency in response to the continuing Public Health Emergency a third time, due to the continuing public health emergency that is the COVID-19 pandemic (COVID-19 Proclamation III); and

WHEREAS, on May 27, 2020, the Governing Body extended COVID-19 Proclamation III for sixty days; and

WHEREAS, the COVID-19 pandemic has intensified in Santa Fe since Mayor Webber issued Proclamation III; and

WHEREAS, on July 27, 2020 Mayor Webber proclaimed a state of emergency for a fourth time, due to the continuing public health emergency that is the COVID-19 pandemic (COVID-19 Proclamation IV);

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution 2020-20 , are attached as Exhibit C; and COVID-19 Proclamation IV is attached as Exhibit D; and

WHEREAS, the Governing Body wishes to extend Proclamation IV for an additional sixty (60) days pursuant to Section 20-1.3(C).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation IV is hereby extended by sixty (60) days, expiring at noon on September 27, 2020, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 29th day of July 2020.

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-10

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON MARCH 13, 2020 BY SEVEN DAYS, PURSUANT TO SECTION 20-1.2 SFCC 1987 AND DECREASING THE PERMITTED NUMBER OF PERSONS PERMITTED TO ASSEMBLE OR GATHER IN PUBLIC PLACES.

WHEREAS, on March 13, 2020 Mayor Webber declared a state of emergency pursuant to SFCC 1987, Section 20-1.2 in response to the Public Health Emergency that is the rapid spread of a virus called COVID-19 (Proclamation); and

WHEREAS, the Declaration is attached as Exhibit A;

WHEREAS, pursuant to Section 20-1.3, the Proclamation expires at noon on the third (3rd) day after it becomes effective;

WHEREAS, the Governing Body wishes to extend the Proclamation for an additional seven (7) days pursuant to Section 20-1.3(C), with the modifications described below.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Proclamation is hereby extended by seven (7) days, expiring at

EXHIBIT "A" 4

noon on March 23, 2020, pursuant to Section 20-1.3(C) with the following modifications:

No more than fifty (50) people may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. The definitions of public building and assemble or gather remain the same as described in the March 13, 2020 Declaration.

PASSED, APPROVED, and ADOPTED this 16th day of March, 2020.

ALAN M. WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-10 State of Emergency Extension

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the municipality, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident,

earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals infected with COVID-19 in New Mexico, including cases in Santa Fe County;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act,

[redacted]

and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the further spread of COVID-19 in the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare that an emergency exists in the City. As a result of the emergency, events have caused or are causing danger of injury or damage to persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa

Fe. In particular, I am taking the following actions:

I. I order the following:

a. No more than 100 persons may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately-owned properties that are open to the public, such as businesses and religious, charitable, educational, or recreation locations. "Assemble or gather" refers to intentional assemblies of a group of people; it does not refer to the use by individuals or families in the regular course of business, such as dining at a restaurant that happens to serve more than 100 people at a time, shopping at retail location with more than 100 customers, or entering a commercial establishment that happens to have more than 100 people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings.

c. The City Manager shall direct city employees, as applicable, to perform emergency functions;

d. All available resources of the City shall be used to address the emergency as reasonably necessary;

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance

Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

g. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designee, if submitted by the signatory through the signatory's email; and

h. The City Clerk, City Manager, and City Attorney shall prepare and post an agenda for an emergency meeting of the City Council of the City of Santa Fe for Monday, March 16, 2020, to include (i) the approval of an extension of this order for seven (7) days; (ii) an amendment to City Rules regarding use of Sick Leave, expanding its permissible use during the Public Health Emergency; and (iii) other such matters as may be needed to address the emergency in Santa Fe.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day to day activities:

a. For those at high risk (elderly and immune compromised individuals), secure 3 months of all necessary medical prescriptions;

b. Avoid contact with people who are sick;

c. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;

d. If soap and water are not available, use a hand sanitizer that contains at least 60% alcohol;

e. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;

f. Use a tissue or your sleeve to cover your hand or finger if you must touch something;

g. Avoid handshaking;

h. Avoid touching your face, nose, and eyes;

i. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example: tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones and other electronic devices);

j. Avoid crowds, especially in poorly ventilated spaces;

k. Avoid human-to-human contact sports and swimming pools; and

l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. Local businesses should offer paid sick leave whenever feasible;

[redacted]

b. Local businesses should ban non-essential travel for work;

c. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;

d. Local businesses should establish capabilities for employees to work from home where feasible;

e. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;

f. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;

g. Residents should refrain from reselling purchases of household items for exorbitant prices;

h. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;

i. Residents should sign up for Alert Santa Fe at https://www.santafenm.gov/alertsantafe; and

j. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most

vulnerable populations.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at his disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 13th day of March, 2020 at the hour of 3:30 o'clock P.M. (MDT).

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(S E A L)

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-13

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON MARCH 23, 2020 BY SIXTY DAYS, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13 , 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of a virus called COVID-19 (Proclamation); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor again proclaimed a state of emergency in response to the continuing Public Health Emergency, due to the continued and growing emergency (Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico Department of Health; and

EXHIBIT "B" 14

WHEREAS, the Proclamation and extension to it, Resolution 2020-10, is attached as Exhibit A and Proclamation II is attached as Exhibit B;

WHEREAS, the Governing Body wishes to extend Proclamation II for an additional sixty (60) days pursuant to Section 20-1.3(C), with the modifications described below.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Proclamation is hereby extended by sixty (60) days, expiring at noon on May 24, 2020, pursuant to Section 20-1.3(C) with the following modifications:

No more than ten (10) people may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. The definitions of public building and assemble or gather remain the same as described in the March 23, 2020 Declaration.

PASSED, APPROVED, and ADOPTED this 25th day of March, 2020.

ALAN WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-13 State of Emergency Extension

EXHIBIT A

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-10

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON MARCH 13, 2020 BY SEVEN DAYS, PURSUANT TO SECTION 20-1.2 SFCC 1987 AND DECREASING THE PERMITTED NUMBER OF PERSONS PERMITTED TO ASSEMBLE OR GATHER IN PUBLIC PLACES.

WHEREAS, on March 13, 2020 Mayor Webber declared a state of emergency pursuant to SFCC 1987, Section 20-1.2 in response to the Public Health Emergency that is the rapid spread of a virus called COVID-19 (Proclamation): and

WHEREAS, the Declaration is attached as Exhibit A;

WHEREAS, pursuant to Section 20-1.3, the Proclamation expires at noon on the third (3rd) day after it becomes effective;

WHEREAS, the Governing Body wishes to extend the Proclamation for an additional seven (7) days pursuant to Section 20-1.3(C), with the modifications described below.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Proclamation is hereby extended by seven (7) days, expiring at

noon on March 23, 2020, pursuant to Section 20-1.3(C) with the following modifications:

No more than fifty (50) people may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. The definitions of public building and assemble or gather remain the same as described in the March 13, 2020 Declaration.

PASSED, APPROVED, and ADOPTED this 16th day of March, 2020.

ALAN M. WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-10 State of Emergency Extension

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the municipality, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident,

earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals infected with COVID-19 in New Mexico, including cases in Santa Fe County;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act,

[redacted]

and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, ~~or injury~~ or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the further spread of COVID-19 in the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare that an emergency exists in the City. As a result of the emergency, events have caused or are causing danger of injury or damage to persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa

Fe. In particular, I am taking the following actions:

I. I order the following:

a. No more than 100 persons may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately-owned properties that are open to the public, such as businesses and religious, charitable, educational, or recreation locations. "Assemble or gather" refers to intentional assemblies of a group of people; it does not refer to the use by individuals or families in the regular course of business, such as dining at a restaurant that happens to serve more than 100 people at a time, shopping at retail location with more than 100 customers, or entering a commercial establishment that happens to have more than 100 people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings.

c. The City Manager shall direct city employees, as applicable, to perform emergency functions;

d. All available resources of the City shall be used to address the emergency as reasonably necessary;

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance

[redacted]

Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

g. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designee, if submitted by the signatory through the signatory's email; and

h. The City Clerk, City Manager, and City Attorney shall prepare and post an agenda for an emergency meeting of the City Council of the City of Santa Fe for Monday, March 16, 2020, to include (i) the approval of an extension of this order for seven (7) days; (ii) an amendment to City Rules regarding use of Sick Leave, expanding its permissible use during the Public Health Emergency; and (iii) other such matters as may be needed to address the emergency in Santa Fe.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day to day activities:

a. For those at high risk (elderly and immune compromised individuals), secure 3 months of all necessary medical prescriptions;

b. Avoid contact with people who are sick;

c. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;

d. If soap and water are not available, use a hand sanitizer that contains at least 60% alcohol;

e. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;

f. Use a tissue or your sleeve to cover your hand or finger if you must touch something;

g. Avoid handshaking;

h. Avoid touching your face, nose, and eyes;

i. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example: tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones and other electronic devices);

j. Avoid crowds, especially in poorly ventilated spaces;

k. Avoid human-to-human contact sports and swimming pools; and

l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. Local businesses should offer paid sick leave whenever feasible;

[redacted]

b. Local businesses should ban non-essential travel for work;

c. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;

d. Local businesses should establish capabilities for employees to work from home where feasible;

e. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;

f. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;

g. Residents should refrain from reselling purchases of household items for exorbitant prices;

h. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;

i. Residents should sign up for Alert Santa Fe at https://www.santafenm.gov/alertsantafe; and

j. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most

vulnerable populations.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at his disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 13th day of March, 2020 at the hour of 3:30 o'clock P.M. (MDT).

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(SEAL)

EXHIBIT B

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY II- COVID-19

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the City limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the municipality, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident,

earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals infected with COVID-19 in New Mexico, including cases in Santa Fe County;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the

State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the further spread of COVID-19 in the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in

the City on March 13, 2020 (Proclamation I);

WHEREAS, on March 16, 2020, the Governing Body of the City extended Proclamation I through March 23, 2020, which was the longest period of time permitted under the City's ordinances at that time;

WHEREAS, also on March 16, the Governing Body adopted new personnel rules to allow City employees to use sick leave and administrative leave for new purposes related to the emergency;

WHEREAS, on March 18, I supplemented my initial order to prohibit evictions due to inability to pay due to the COVID-19 virus; suspend parking fee enforcement; suspend fees for transit; delay the collection of lodgers tax, but not the reporting thereof; and suspend water shut-offs for failure to pay, but not the charges for water; and

WHEREAS, the emergency I proclaimed on March 13, 2020 continues, with sixty-five (65) documented cases of COVID-19 in New Mexico and ten (10) documented cases in Santa Fe County, with an anticipated significant increase in the coming days and weeks.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, again, that an emergency exists in the City. As a result of the emergency, events have caused or are causing danger of injury or damage to

persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe. In particular, I take the following actions:

I. I order the following:

a. No more than five (5) persons may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, such as businesses and religious, charitable, educational, or recreation locations. "Assemble or gather" refers to intentional assemblies of a group of people; it does not refer to the use by individuals or families in the regular course of business, such as shopping at an essential retail location with more than five (5) customers, or entering an essential commercial establishment that happens to have more than five (5) people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings;

b. The City Manager shall reduce or eliminate in-person provision of City services wherever possible and direct city employees, as applicable, to

perform emergency functions;

c. All available resources of the City shall be used to address the emergency as reasonably necessary;]

d. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

e. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designee, if submitted by the signatory through the signatory's email;

f. Landlords are prohibited from evicting residential and commercial tenants who, because of the public health emergency, are unable to pay rent on time. This order does not seek to change the obligation of the tenant to pay rent;

g. Lodgers Tax will not be due during the public health emergency, but still must be reported fully and on time;

h. Water shut-offs for non-payments of the bill will cease, while charges will continue to accrue and be owed;

i. The requirement to pay parking fees is suspended, while restrictions on

parking locations and access rules remain in place and outstanding parking citations must be paid;

j. The requirement to pay City transit fees is suspended;

k. Short-term rental permit renewal late fees may be submitted after April 15, 2020, during the Proclaimed emergency, but must be submitted before May 15, 2020; and

l. Until May 31, 2020, recipients of parking citations issued before this Proclamation II may appeal or pay citation within sixty (60) days from issuance, but they are encouraged to pay or appeal within the fifteen (15) day deadline.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who have traveled out of state or out of the country, self-quarantine for two (2) weeks after return or arrival to New Mexico;

b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;

c. Avoid contact with people who are sick;

d. Practice "social distancing", by maintain six (6) feet between yourself and others;

e. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;

f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;

g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;

h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;

i. Avoid handshaking;

j. Avoid touching your face, nose, and eyes;

k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices);

l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should stay at home, with the exception of essential trips such as going to buy food, getting medical prescriptions filled and supplies purchased, and to attend to other essential business;

b. Local businesses should offer paid sick leave whenever feasible;

c. Local businesses should ban non-essential travel for work;

d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;

e. Local businesses should establish capabilities for employees to work from home where feasible;

f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;

g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;

h. Residents should refrain from reselling purchases of household items for exorbitant prices;

i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;

j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe; and

k. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;

l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing

Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 23rd **day of** March **, 2020 at the hour of** 1:12 **o'clock** P **.M. (MDT).**

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(SEAL)

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY III- COVID-19

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the City limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the city, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident,

earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals infected with COVID-19 in New Mexico, including 129 cases in Santa Fe County;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act,

and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020 (Proclamation I) and March 23, 2020 (Proclamation II);

WHEREAS, on March 16, 2020, the Governing Body of the City extended Proclamation I through March 23, 2020, and on March 25, 2020, the Governing Body extended Proclamation II through May 24, 2020;

WHEREAS, Secretary Kunkel issued a series of Public Health Orders on March 13, 2020; March 16, 2020; March 19, 2020; March 23, 2020; March 25, 2020; April 6, 2020; April 11, 2020; April 30, 2020; May 5, 2020; and May 15, 2020, imposing various restrictions on activities within New Mexico;

WHEREAS, the pandemic and the City's and State's rapid and effective response to it, including the elimination of mass gatherings and implementing significant social distancing measures, have resulted in an unprecedented fiscal crisis for the City, its residents, and its businesses: a large number of residents have suffered reduced hours or job loss; the City's mom and pop stores and shops were closed to combat the spread of the virus, with great financial losses; the major businesses and markets that traditionally have catered to the tourists who flock to Santa Fe have had their revenues reduced to a trickle or their historic events have been cancelled entirely;

WHEREAS, at the time of this Proclamation, the City anticipates over a $100 million operating deficit due to reduced revenues, which is a significant proportion of the City's operating budget;

WHEREAS, as the rates of infection, hospitalization, and death from the COVID-19 pandemic begin to flatten and decrease in New Mexico, Governor Lujan Grisham and Secretary Kunkel have begun to "reopen" New Mexico, by lifting certain restrictions while requiring implementation of "COVID-19 Safe Practices"; and

WHEREAS, certain orders I previously issued remain necessary to protect life and

property and preserve public peace and safety of the people of Santa Fe; and other orders I previously issued require updating as the State of New Mexico begins to reopen.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency and a financial emergency exist in the City. As a result of these emergencies, events have caused or are causing danger of injury or damage to persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe. In particular, I take the following actions:

I. I order the following:

a. No more than five (5) persons may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. When the State's limitations on mass gatherings permit greater numbers of persons to gather, this order shall allow the same number to gather. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, other than in religious and educational buildings as permitted pursuant to State orders that are in place. "Assemble or gather" refers to intentional assemblies of a group of

people; it does not refer to the use of a space by individuals or families in the location's regular course of business, such as shopping at a retail location where there are more than five (5) customers or entering a commercial establishment that happens to have more than five (5) people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings;

b. The City Manager shall address the public health emergency by

i. reducing or eliminating in-person provision of City services wherever possible

ii. directing City employees, as applicable, to perform emergency functions; and

iii. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

c. The City Manager shall address the financial emergency by

i. identifying savings across the City's operations;

ii. making recommendations to the Governing Body regarding options for streamlining and reducing the cost of City government, including options for reduced service levels and ways as well as ways to increase City revenues; and

iii. identifying mechanisms and facilitating City collaboration with local

partners to safely reopen Santa Fe to allow activities that generate City revenues;

d. All available resources of the City shall be used to address the emergency as reasonably necessary;

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from evicting residential tenants. In addition, landlords are prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers Tax will not be due during the public health emergency, but still

must be reported fully and on time;

i. Water shut-offs for non-payments of the bill will cease, while charges will continue to accrue and be owed;

j. The collection of parking fees remains suspended through May 31 for on-street parking and remains suspended through June 30 for garage parking; restrictions on parking locations and access rules remain in place;

k. The collection of City transit fees is suspended;

l. Until May 31, 2020, recipients of parking citations issued before March 23, 2020 may appeal or pay citation within sixty (60) days from issuance, but they are encouraged to pay or appeal within the fifteen (15) day deadline.

m. The April 6, 2020 orders I issued regarding grocery stores and super markets and the April 10, 2020 exceptions to those orders that I issued for use of reusable bags remain in place;

n. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating, drinking, or exercising; as used here "public setting" means indoor spaces that are open to the public and outdoor spaces that are open to the public where there is not six-feet of distance between persons at all times;

o. Retail; restaurants; office and call centers; grocery stores and farmers'

markets; youth programs; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; and medical providers and other industries shall comply with the State-issued COVID-19 Safe Practices (CSPs), which are accessible online: www.cv.nmhealth.org/covid-safe-practices.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who flown into New Mexico from out of the state or out of the country, self-quarantine for two (2) weeks after return or arrival to New Mexico;

b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;

c. Avoid contact with people who are sick;

d. Practice "social distancing", by maintain six (6) feet between yourself and others;

e. Wash your hands often with soap and water for at least 20 seconds,

especially after blowing your nose, coughing, or sneezing, or having been in a public place;

f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;

g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;

h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;

i. Avoid handshaking;

j. Avoid touching your face, nose, and eyes;

k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and

l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe Promise, below;

b. Local businesses should offer paid sick leave whenever feasible;

c. Local businesses should ban non-essential travel for work;

d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;

e. Local businesses should establish capabilities for employees to work from home where feasible;

f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;

g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;

h. Residents should refrain from reselling purchases of household items for exorbitant prices;

i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;

j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe; and

k. Residents should identify opportunities to use technology to maintain

supportive community engagement and contact with the City's most vulnerable populations;

l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico; and

m. Residents should make the "Santa Fe Promise": I promise to:

> Act as if I carry the coronavirus.
> Maintain social distancing of at least six feet.
> Wear a face covering, wash my hands, use sanitizer.
> Buy from local businesses that also make this promise.
> Practice patience, compassion, empathy, connection, respect and love.
> We will keep Santa Fe safe. We will keep Santa Fe open. Together.

n. Residents should support local businesses that take the Santa Fe Promise.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing

Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 25th day of May, 2020 at the hour of 7:15 o'clock P.M. (MDT).

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(S E A L)

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-20

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON MAY 25, 2020 BY SIXTY (60) DAYS, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of a virus called COVID-19 (Proclamation); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor again proclaimed a state of emergency in response to the continuing Public Health Emergency, due to the continued and growing emergency (Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico Department of Health; and

EXHIBIT "C"

WHEREAS, on May 25, 2020, the Mayor proclaimed a state of emergency in response to the continuing Public Health Emergency a third time, due to the continuing public health emergency that is the COVID-19 pandemic (COVID-19 Proclamation III); and

WHEREAS, COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-1-, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13, are attached as Exhibit B; and COVID-19 Proclamation III is attached as Exhibit C; and

WHEREAS, the Governing Body wishes to extend Proclamation III for an additional sixty (60) days pursuant to Section 20-1.3(C).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Proclamation is hereby extended by sixty (60) days, expiring at noon on July 26, 2020, pursuant to Section 20-1.3(C) with the following modifications:

PASSED, APPROVED, and ADOPTED this 27th day of May, 2020.

ALAN WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-20 State of Emergency 60 Day Extension III

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY IV- COVID-19

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the City limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the city, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident, earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and

EXHIBIT "D" 52

Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020 (Proclamation I), and I recognized the continuation of the emergency on March 23, 2020 in a second proclamation (Proclamation II) and in a third proclamation on May 26, 2020 (Proclamation III);

WHEREAS, Secretary Kunkel issued a series of Public Health Orders on March 13, 2020; March 16, 2020; March 19, 2020; March 23, 2020; March 25, 2020; April 6, 2020; April 11, 2020; April 30, 2020; May 5, 2020; May 15, 2020, May 27, 2020; June 1, 2020; June 12, 2020; June 15, 2020; June 30, 2020; and July 13, 2020, imposing various restrictions on activities within New Mexico;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals who have been infected with COVID-19 in New Mexico, including 497 cases in Santa Fe County;

WHEREAS, after certain restrictions were lifted in May and June, rates of COVID-19 infection increased, exceeding earlier rates of transmission;

WHEREAS, Proclamation III expires on July 26, 2020;

WHEREAS, the Centers for Disease Control (CDC) has issued guidance during the pandemic that cautions against moving or clearing encampments due to the risk of dispersing people in the community and breaking their connections with service providers;

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve public peace and safety of the people of Santa Fe; and other orders I previously issued require updating to address the continuing pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result of these emergencies, events have caused or are causing danger of injury or damage to persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. Gatherings of five (5) or more persons may not take place on the public streets, public parks, or other open areas, either public or private, or in any public building. When the State's limitations on mass gatherings permit greater numbers of persons to gather, this order shall allow the same number to gather. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, other than in religious and educational buildings as permitted pursuant to State orders

that are in place. "Assemble or gather" refers to intentional assemblies of a group of people; it does not refer to the use of a space by individuals or families in the location's regular course of business, such as shopping at a retail location where there are more than five (5) customers or entering a commercial establishment that happens to have more than five (5) people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings;

b. The City Manager shall address the public health emergency by

i. reducing or eliminating in-person provision of City services wherever possible;

ii. directing City employees, as applicable, to perform emergency functions;

iii. adopting a policy to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments when leaving them in place furthers the purposes of this Order; and

iii. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

d. All available resources of the City shall be used to address the emergency as reasonably necessary;

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from evicting residential tenants. In addition, landlords are

prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers Tax payments shall resume on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

i. Water shut-offs for non-payments of the bill will cease, while charges will continue to accrue and be owed;

k. The collection of City transit fees shall be reinstated, implementing COVID-19 Safe Practices (CSPs);

m. The April 6, 2020 orders I issued regarding grocery stores and super markets and the April 10, 2020 exceptions to those orders that I issued for use of reusable bags remain in place;

n. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating, drinking, or swimming; as used here "public setting" means places that are open to the public where there is not six-feet of distance between persons at all times;

o. Retail; restaurants; office and call centers; grocery stores and farmers' markets; youth programs; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; and medical providers and other industries shall comply with the State-issued CSPs, which are accessible online: www.cv.nmhealth.org/covid-safe-practices; and

p. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who have traveled into New Mexico from out of the state or out of the country, self-quarantine for two (2) weeks after return or arrival to New Mexico;
b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;
c. Avoid contact with people who are sick;
d. Practice "social distancing", by maintain six (6) feet between yourself and others;
e. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
i. Avoid handshaking;
j. Avoid touching your face, nose, and eyes;
k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and
l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe

Promise, below;

b. Local businesses should offer paid sick leave whenever feasible;
c. Local businesses should ban non-essential travel for work;
d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;
e. Local businesses should establish capabilities for employees to work from home where feasible;
f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
h. Residents should refrain from reselling purchases of household items for exorbitant prices;
i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe; and
k. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;
l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico; and
m. Residents should make the "Santa Fe Promise" at https://www.santafenm.gov/promise:

I promise to:

Act as if I carry the coronavirus.
Maintain social distancing of at least six feet.
Wear a face covering, wash my hands, use sanitizer.
Buy from local businesses that also make this promise.
Practice patience, compassion, empathy, connection, respect and love.
We will keep Santa Fe safe. We will keep Santa Fe open.

Together.

n. Residents should support local businesses that take the Santa Fe Promise.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 27th **day of** July **, 2020 at the hour of** 3:04 **o'clock** P **.M. (MDT).**

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(S E A L)

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-__

INTRODUCED BY:

A RESOLUTION PERMITTING CITY DEPARTMENTS TO SEEK RETROACTIVE APPROVAL OF CONTRACTS FOR FISCAL YEAR 2021 FOR UP TO NINETY (90) DAYS

WHEREAS, the COVID-19 pandemic has caused unforeseeable disruption globally and locally in the City of Santa Fe; and

WHEREAS, one of the consequences of this disruption has been that the City's revenues, expenditures, and budget are uncertain and the State of New Mexico has postponed the requirement for submitting an approved budget to the State; and

WHEREAS, City Departments' budgets have been uncertain, while contracts have expired with the typical end of fiscal year; and

WHEREAS, if certain contracts expire without renewal, the delay of renewal will cause further delays to the provision of services throughout the City, and the City would require additional time to solicit and negotiate replacement contracts; and

WHEREAS, the purchasing manual allows for the retroactive approval of contracts for

up to thirty (30) days after their expiration date and longer if exceptional circumstances apply that are not caused by the procuring department; and

WHEREAS, state law permits emergency procurement "when the service, construction or item of tangible personal property procured is needed immediately to control a serious threat to public health, welfare, safety or property caused by a flood, fire, epidemic, riot, act of terrorism, equipment failure or similar event; or plan or prepare for the response to a serious threat to public health, welfare, safety or property caused by a flood, fire, epidemic, riot, act of terrorism, equipment failure or similar event and cannot be acquired through normal procurement methods." NMSA 1978, § 13-1-127.

WHEREAS, the COVID-19 pandemic has created an ongoing disruptive, deadly, and costly exceptional circumstance that necessitates retroactive approval of contracts and amendments that would have otherwise expired at the beginning of Fiscal Year 2021, for up to ninety (90) days beyond the date they would otherwise expire.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Departments may bring contracts to be amended or extended for up to ninety (90) days after the end of the contract term, if the renewal has been delayed by the COVID-19 pandemic for Fiscal Year 2021; and

BE IT FURTHER RESOLVED that in no event shall contracts as extended or amended exceed the terms allowed by NMSA 1978, Sections 13-1-150 to -152; and

BE IT FURTHER RESOLVED that the Finance Department shall track the number of contracts retroactively approved during the COVID-19 pandemic and report the number to the Finance Committee on a periodic basis during the pendency of the pandemic.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2020.

ALAN M. WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/

FIR No. 3269

City of Santa Fe
Fiscal Impact Report (FIR)

This Fiscal Impact Report (FIR) shall be completed for each proposed bill or resolution as to its direct impact upon the City's operating budget and is intended for use by any of the standing committees of and the Governing Body of the City of Santa Fe. Bills or resolutions with no fiscal impact still require a completed FIR. Bills or resolutions with a fiscal impact must be reviewed by the Finance Committee. Bills or resolutions without a fiscal impact generally do not require review by the Finance Committee unless the subject of the bill or resolution is financial in nature.

Section A. **General Information**

(Check) Bill: _____ Resolution: ____X____
(A single FIR may be used for related bills and/or resolutions)
Short Title(s): Retroactive Approval of Contracts for Fiscal Year 2021 for up to ninety (90) days.

Sponsor(s): Councilor Abeyta and Mayor Webber

Reviewing Department(s): Finance Department and City Attorney's Office

Persons Completing FIR: Fran Dunaway Date: 7/21/2020 Phone: 955-6432

Reviewed by City Attorney: _____ Date: _____
(Signature)

Reviewed by Finance Director: _____ Date: _____
(Signature)

Section B. **Summary**
Briefly explain the purpose and major provisions of the bill/resolution:
The proposed Resolution creates a Fiscal Year 2021 exemption to item XX. Retroactive Approval for Contract or Contract Amendments of the 2020 Procurement Manual, which permits retroactive approval within 30 days of expiration. The purpose of permitting a retroactive approval of 90 days within expiration is due to the COVID-19 pandemic and the uncertainty of the current fiscal year budgets.

Section C. **Fiscal Impact**
Note: Financial information on this FIR does not directly translate into a City of Santa Fe budget increase. For a budget increase, the following are required:

a. The item must be on the agenda at the Finance Committee and City Council as a "Request for Approval of a City of Santa Fe Budget Increase" with a definitive funding source (could be same item and same time as bill/resolution)
b. Detailed budget information must be attached as to fund, business units, and line item, amounts, and explanations (similar to annual requests for budget)
c. Detailed personnel forms must be attached as to range, salary, and benefit allocation and signed by Human Resource Department for each new position(s) requested (prorated for period to be employed by fiscal year)*

1. Projected Expenditures:

a. Indicate Fiscal Year(s) affected – usually current fiscal year and following fiscal year (i.e., FY 03/04 and FY 04/05)
b. Indicate: "A" if current budget and level of staffing will absorb the costs
"N" if new, additional, or increased budget or staffing will be required
c. Indicate: "R" – if recurring annual costs
"NR" if one-time, non-recurring costs, such as start-up, contract or equipment costs
d. Attach additional projection schedules if two years does not adequately project revenue and cost patterns
e. Costs may be netted or shown as an offset if some cost savings are projected (explain in Section 3 Narrative)

Finance Director:_____

_____X_____ Check here if no fiscal impact

Column #:	1	2	3	4	5	6	7	8
	Expenditure Classification	FY _____	"A" Costs Absorbed or "N" New Budget Required	"R" Costs Recurring or "NR" Non-recurring	FY _____	"A" Costs Absorbed or "N" New Budget Required	"R" Costs – Recurring or "NR" Non-recurring	Fund Affected
	Personnel*	$_____			$_____			
	Fringe**	$_____			$_____			
	Capital Outlay	$_____			$_____			
	Land/ Building	$_____			$_____			
	Professional Services	$_____			$_____			
	All Other Operating Costs	$_____			$_____			
	Total:	$_____			$_____			

* Any indication that additional staffing would be required must be reviewed and approved in advance by the City Manager by attached memo before release of FIR to committees. **For fringe benefits contact the Finance Dept.

2. Revenue Sources:

a. To indicate new revenues and/or

b. Required for costs for which new expenditure budget is proposed above in item 1.

Column #:	1	2	3	4	5	6
	Type of Revenue	FY _____	"R" Costs Recurring or "NR" Non-recurring	FY _____	"R" Costs – Recurring or "NR" Non-recurring	Fund Affected
	_____	$_____		$_____		
	_____	$_____		$_____		
	_____	$_____		$_____		
	Total:	$_____		$_____		

Form adopted: 01/12/05; revised 8/24/05; revised 4/17/08

3. Expenditure/Revenue Narrative:

Explain revenue source(s). Include revenue calculations, grant(s) available, anticipated date of receipt of revenues/grants, etc. Explain expenditures, grant match(s), justify personnel increase(s), detail capital and operating uses, etc. (Attach supplemental page, if necessary.)

N/A

Section D. General Narrative

1. Conflicts: Does this proposed bill/resolution duplicate/conflict with/companion to/relate to any City code, approved ordinance or resolution, other adopted policies or proposed legislation? Include details of city adopted laws/ordinance/resolutions and dates. Summarize the relationships, conflicts or overlaps.

The proposed Resolution will create a limited exception to item XX. Retroactive Approval for Contract or Contract Amendment. Of the 2020 Procurement Manual that was adopted January 2020 as a result of adopting the State of New Mexico Procurement Code, with minor amendments, in 2018.

2. Consequences of Not Enacting This Bill/Resolution:

Are there consequences of not enacting this bill/resolution? If so, describe.

If the Resolution is not adopted the City will face interruption and/or cancelation of multiple existing and new essential Contractual Services that serve the public and City operations. Not allowing extended retroactive approval would require a new solicitation process for all expiring contracts, which can take several months.

3. Technical Issues:

Are there incorrect citations of law, drafting errors or other problems? Are there any amendments that should be considered? Are there any other alternatives which should be considered? If so, describe.

None identified.

4. Community Impact:

Briefly describe the major positive or negative effects the Bill/Resolution might have on the community including, but not limited to, businesses, neighborhoods, families, children and youth, social service providers and other institutions such as schools, churches, etc.

The Resolution permitting City Departments to seek retroactive approval of Contacts for Fiscal Year 2021 for up to ninety (90) days ensures that all essential contract services continue and contractors continue services for payment. Also, permitting the 90 day retroactive approval allows the Departments the time to submit packets to the required departments and committees for review and approvals as well as to the City Manager or/and Governing Body for final approval. There is no major negative effects to describe for this Resolution having impact on the community, businesses, etc. There are primarily positive effects to continue essential contractual city operations to serve the community.

ACTION SHEET
PUBLIC WORKS AND PUBLIC UTILITES COMMITTEE MEETING OF 07/27/2020

ISSUE NO. 7H

Consideration of Resolution 2020- Approval of a Resolution Permitting City Departments to Seek Retroactive Approval of Contracts for Fiscal Year 2021 (Councilor Roman Abeyta, Mayor Alan Webber) (Fran Dunaway, Chief Procurement Officer, fadunaway@santafenm.gov 955-6432) (Marcos Martinez , Assistant City Attorney, mdmartinez@santafenm.gov, 955-6502)

COMMITTEE REVIEW

Governing Body (Scheduled) 07/29/2020

PUBLIC UTILITES COMMITTEE ACTION: Pulled by Councilor Vigil Coppler for further discussion. Unanimously approved to forward to 7/29/2020 Governing Body.

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

RESOLUTION NO. 2020-____

INTRODUCED BY:

Finance Committee

A RESOLUTION

ADOPTING THE CITY OF SANTA FE FISCAL YEAR 2020/2021 ANNUAL OPERATING BUDGET AND ORGANIZATIONAL CHART.

WHEREAS, the Governing Body in and for the Municipality of the City of Santa Fe, State of New Mexico, has developed a budget for fiscal year 2020/2021; and;

WHEREAS, this budget was brought forth in the spirit of positive collaboration among departmental staff and elected officials, and;

WHEREAS, the official meetings for the review of said budget were duly advertised in compliance with the State Open Meetings Act, and;

WHEREAS, it is the majority opinion of this Governing Body that the proposed budget meets the requirements as currently determined for fiscal year 2020/2021.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body hereby adopts the budget hereinabove described as

to funds, categories and departments, and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

BE IT FURTHER RESOLVED that the Governing Body also hereby approves and adopts the organizational chart included as an addendum to the fiscal year 2020/2021 budget.

BE IT FURTHER RESOLVED that previous financial policy resolutions are superseded by the policies included in the fiscal year 2020/2021 budget.

PASSED, APPROVED and ADOPTED the 29th day of July, 2020.

ALAN WEBBER, MAYOR

RENEE VILLARREAL, COUNCILOR	SIGNE I. LINDELL, COUNCILOR
MICHAEL J. GARCIA, COUNCILOR	CAROL ROMERO-WIRTH, COUNCILOR
CHRIS RIVERA, COUNCILOR	ROMAN ABEYTA, COUNCILOR
JAMIE CASSUTT-SANCHEZ, COUNCILOR	JOANNE VIGIL COPPLER, COUNCILOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

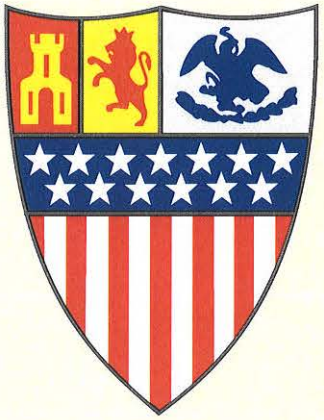


ERIN K. MCSHERRY, CITY ATTORNEY

LOCAL GOVERNMENT DIVISION

N.M. DEPARTMENT OF FINANCE

AND ADMINISTRATION



THE CITY OF SANTA FE

FY21 Recommended Budget

City of Santa Fe

200 Lincoln Avenue

Santa Fe, NM 87501

FISCAL YEAR 2021 - RECOMMENDED BUDGET

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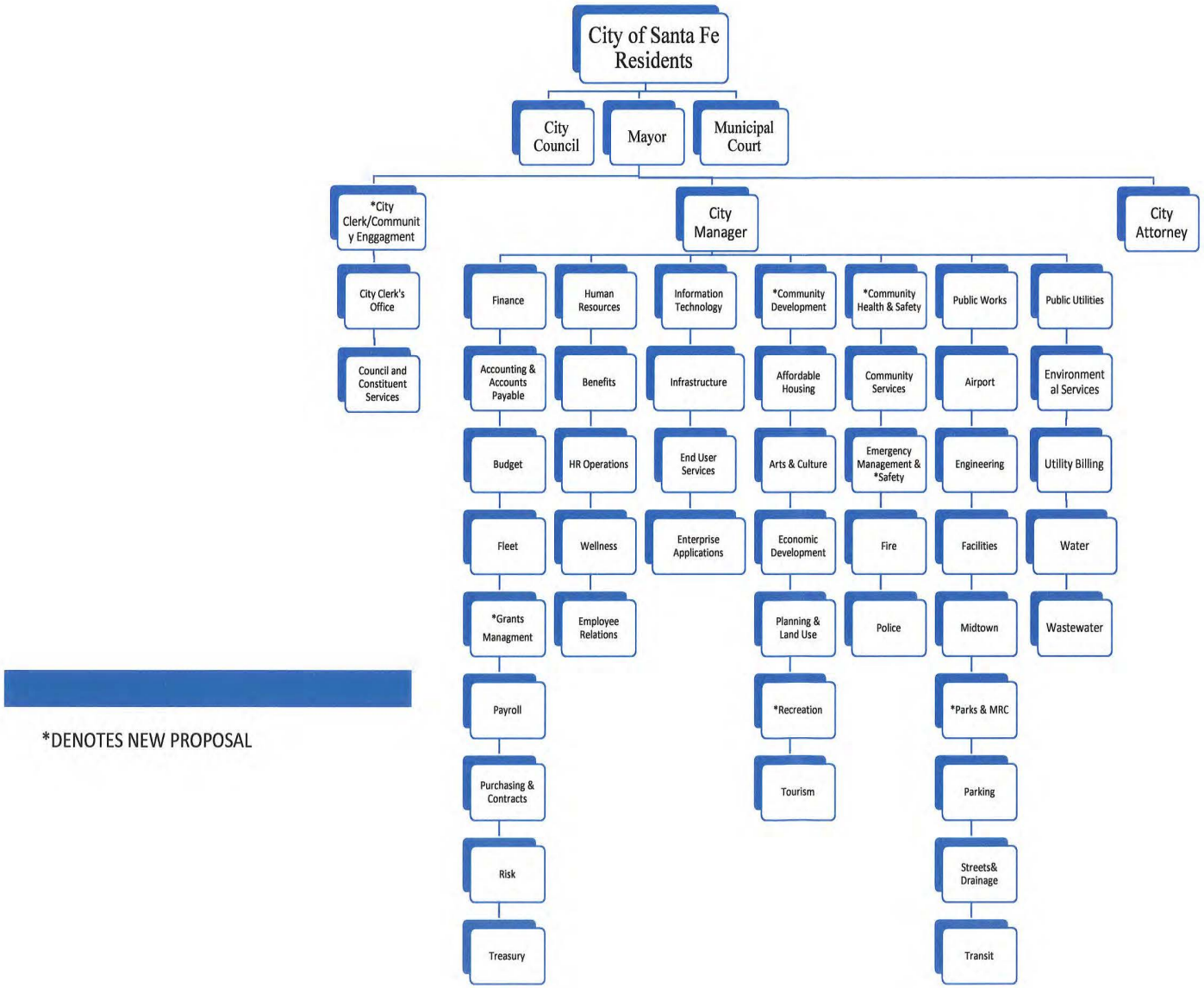
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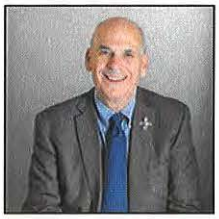
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I. CITY OF SANTA FE - ORGANIZATIONAL CHART



*DENOTES NEW PROPOSAL

II. ELECTED OFFICIALS



Mayor Alan Webber



Renee Villarreal - District 1 Councilor



Signe Lindell - District 1 Councilor



Michael J. Garcia- District 2 Councilor



Carol Romero-Wirth - District 2 Councilor



Chris Rivera - District 3 Councilor



Roman "Tiger" Abeyta - District 3 Councilor



Jamie Cassutt-Sanchez- District 4 Councilor



JoAnne Vigil Coppler - District 4 Councilor

Dear Friends,

The opening paragraph of Charles Dickens' "Tale of Two Cities" is one of the most memorable in all literature:

"It was the best of times, it was the worst of times, it was the age of wisdom, it was the age of foolishness, it was the epoch of belief, it was the epoch of incredulity, it was the season of Light, it was the season of Darkness, it was the spring of hope, it was the winter of despair, we had everything before us, we had nothing before us, we were all going direct to Heaven, we were all going direct the other way . . . ."

It is a paragraph that could have been written today. In the first 8 months of fiscal year 2020, which began in July of 2019, Santa Fe truly enjoyed the best of times. Every part of our local economy was booming. We saw strong and steady growth in new housing starts in all parts of the market and in all parts of the city. Specific plans backed by specific funding sources were turning promises for more recreation, job training, and arts and culture on the Southside into reality. Our focus on renewable energy and a sustainable Local Green New Deal earned Santa Fe national environmental recognition. With all of that progress, we never lost sight of the basics: filling potholes, cleaning medians, and addressing public safety.

Then for the last 4 months of the 2020 fiscal year, the world turned upside down. COVID-19 threatened public health and safety, caused hotels to shut down, restaurants to close, and stores, shops and businesses to shutter. Beloved cultural events were cancelled. Jobs, schools, family gatherings, paychecks, and traditions were all victims of a global pandemic beyond anything any of us had ever seen. Nothing was the same. Nothing was familiar. Many things that used to work suddenly didn't. That included the City's finances.

In a matter of weeks we went from revenues that exceeded our estimates and expenditures, to revenues that fell below the budgeted amounts, to a $46 million shortfall for 2020 and a 2021 estimated shortfall that was roughly double that amount. We—all of us—found ourselves in uncharted waters facing unprecedented challenges.

Yet these new worst of times have also called out the best in us.

The people of Santa Fe rallied together to stop the initial spread of COVID-19. Across the city, people found new ways of living and created new systems to aid daily life, solutions that have helped all of us navigate this extraordinary time.

The City government mounted a rapid response to create a first-ever e-government, with the public's business conducted through the internet, social media, television, and radio. The Land Use Department started using technology to issue e-permits for the many construction projects that continued to move ahead all over the community—and the tax revenue from those e-permitted projects helped to offset some of the losses caused by the plight of retail, hospitality, and tourism. We continued to move ahead on

the midtown campus project with a series of "Meet the Developer" meetings hosted on the internet. Recognizing the threat to our homeless community posed by a potential outbreak of COVID-19—and the threat to all of us if such an outbreak were to happen—a team of City department heads moved boldly and decisively to create an emergency homeless shelter in moth-balled midtown dorms. Across the board and across the city, in all parts of our community, the response has been nimble, agile, creative, and compassionate. We have all benefited from the best response to the toughest of challenges.

Now as we present this budget for FY 2021, it is *our* time.

It is our time to lead, to stand up and to stand together. Santa Fe, we must meet the test of these time, making tough and smart decisions that make our city better today and create a strong foundation for tomorrow.

This budget does just that.

It is bold in some areas, gentle in others.
It seeks to do more with less and to deliver the services our community needs, expects, and deserves.
It embraces innovation and respects the fundamentals.
It continues to move City government forward toward professionalism, accountability, and transparency, and it recognizes the uncertainty that clouds our immediate future.

This time is unprecedented. This budget is unlike any other.

It is as much a process as it is a finished product. It will continue to evolve, change, and adapt as the conditions around us evolve, change, and adapt. With this budget we commit ourselves to regular, thorough, and consistent updates throughout the course of the year. Like the rest of the country, like every city in America, we are traveling on a twisting and winding road without a map, guided by our shared values, our commitment to each other, the leadership of the City Council, the hard work and professional competence of our City Manager and department heads, and our firm and unshakeable confidence in the people of Santa Fe.

As you open this budget, what will you see—and what won't you see?

Here's what you *won't* see.

You won't see us turning our backs on the priorities and commitments of the last two years. We won't jettison our principles or our priorities when it comes to equity, inclusivity, respect, and opportunity for everyone in every part of our community.

You won't see us turning away from our ongoing effort to put our own house in order; to make Santa Fe government serve all of Santa Fe; and to be more responsive, more

efficient, and more effective in the work we do. We will do our best work to help you live your best life here in Santa Fe.

This budget builds on the accomplishments of the last two years—particularly on the responsible financial management that has been the hallmark of this administration. We have enjoyed strong tax revenues in the last two years, some of which we have invested in people, programs, and projects to serve you better. But some of that money we have used to build up our reserves: in the last two years we grew our General Fund reserve from $6 million to $14 million, recognizing that we would one day face a rainy day. Today we face not a rainy day but a torrential downpour of record proportions. Fortunately, we have that reserve to dip in to. Because of our reserve fund, there are three other things you will not see in this budget:

Beyond September 4, there are no furloughs of City employees.
The only City employees who will take a pay cut in this budget are at the director level.
The paychecks of the hard-working employees of Santa Fe are untouched.
Some City employees will opt for early retirement; others may find themselves re-assigned; and many positions will go unfilled as we tighten our belt. But no one will lose their job because of the City's revenue shortfall.

It is safe to say that almost without exception this budget contains no pay cuts, and it contains no furloughs and no layoffs.

At the same time, as we use our General Fund reserves, we are also looking to other potential sources of help, should hard times continue: we still call on the federal government to make direct assistance available to cities of all sizes, including Santa Fe; we are grateful to the Governor and the State Legislature for creating an emergency loan fund that we can access; and we have the ability to borrow from City enterprise funds as a last resort.

What *will* you see?

In a time of severe financial challenge, instead of simply cutting City government, we are re-imagining City government.

This budget accepts this crisis as an opportunity, a call to do more than just shed costs. Instead, in this budget we aim to re-shape and re-form City government, adopting an approach—a mindset—of increased effectiveness, improved efficiency, and enhanced collaboration in the name of community investment.

Last year the budget was a "people first" budget. We invested in the men and women in City government who go to work every day to work for you.

This year the budget is a "community first" budget. We are investing in ways large and small, innovative and traditional, to make life better for everyone in every part of Santa Fe.

The way to do that is to re-imagine and re-shape the way City government works for you.

The first step is to re-imagine the many independent departments that touch on neighborhood livability, jobs, housing, tourism, planning and zoning, permitting, arts, culture and recreation. Independently, each can help shape a better future for our children, families, businesses, workers, artists, and entrepreneurs. Together they can become an integrated, coordinated, and collaborative department that works across silos to get more done, more productively for all of Santa Fe. The Department of Community Development will deliver enhanced neighborhood livability and improved economic opportunity across the community.

The second step is to re-imagine the office of the City Clerk. With the transfer of most election functions to the County, the City Clerk's office is poised to become something our community desperately needs: a welcoming, public-facing front door that opens City government to everyone in the city. By moving Constituent and Council Services into the City Clerk's office, we will transform it into our Community Engagement Office, an information-and-data rich operation where the whole community can go to get answers to their questions, find updates on City programs and projects, examine records from the past, and offer input toward the City's future.

The third step is the most forward-looking—and the most responsive to the moment we're in: the creation of a Department of Community Health and Safety. Across the country cities are called upon to re-imagine the way public health and public safety can and should work together. In this budget we begin to make that happen. We re-balance the resources for Police, Fire, and Community Services, and introduce new ways for them to join hands in solving complex community problems, from law enforcement to fire-fighting to social services. Working together, we can not only solve problems—we can prevent them from ever happening. When someone in our community dials 9-1-1 for help, are they better served by a firefighter, a police officer, or a social worker—or one of each? If we invest in ending chronic homelessness, do we promote community health and also reduce the demands on our police? If we invest more in helping our seniors, do we reduce the number of calls to our firefighters? A Department of Community Health and Safety is a recognition that, from now on, community health and community safety belong together, are inseparable, are mutually supportive and must work together as a team.

As we go forward into this fiscal year, whether the times get easier or harder, I know that we will embrace this time as our time—our time to work as a community, stand as a community, unite as a community, and succeed as a community.

We will overcome COVID-19. We will re-establish not only our jobs and our economy, our schools and our businesses, but also our celebrations and traditions.

We will come through this time of change and challenge stronger, more resilient, more confident, and more united than ever. Together we are headed for better times and a better future for everyone in Santa Fe.

Thank you to all of Santa Fe,

Alan Webber
Mayor

IV. Executive Summary

The coronavirus pandemic required extraordinary measures of the Santa Fe community to limit the spread of the virus. The necessary shelter-in-place restrictions to slow the virus' spread has interrupted life and negatively impacted economic activity in our community and brought the period of the longest economic expansion in U.S. history to an unexpected and sudden end. Businesses in Santa Fe have closed and the unemployment rate soared. Despite our collective efforts, we know the curve has not been flattened and the virus is still present which means that social distancing and the safety protocols restricting capacity and changing operations will be necessary for an extended period of time. In short, we continue to experience a period of tremendous change and uncertainty in our community.

At a time when so many in our Community are experiencing financial stress and uncertainty, the City was able to achieve a balanced budget without resorting to increases in taxes. The City of Santa Fe's FY21 Recommended Budget is responsive to the time we are facing and invests in the needs of our city. The FY21 balanced budget factors in projected revenue declines due to the economic crisis spurred by the global health pandemic, but as a result of proactive fiscal management over the last few years, the City of Santa Fe is positioned to continue investing in the City's core services that respond to the needs of our community. The FY21 Recommended Budget presents a balanced budget that also prioritizes funding service-delivery levels to build and support our community initiatives.

FY20 Fiscal Crisis

The City has taken proactive steps throughout the last few months to understand the impact of the pandemic on our economy, address the anticipated budgetary shortfalls in FY20, and completely redesign the FY21 budget development process. The financial report half way through FY20 showed that the City's revenues were out-performing estimates. However, in March 2020, with the stay-at-home order, non-essential businesses reduced operations or closed and thousands workers lost their jobs or saw a drastic cut in their incomes. In April 2020, the City appropriately identified the budgetary risk, as we saw our tax revenue base eroding with the stay-at-home order. Practically overnight, the City identified a structural imbalance- where the City's budgeted expenditures were higher than our projected revenues and the ability to correct the imbalance with only 3 months left in the fiscal year.

Nationwide, City and state governments have also been grappling with lost tax revenue from stay-at-home orders aimed at preventing the spread of the virus. National League of Cities and the US Conference of Mayors surveyed cities nationwide, over 2000 cities dealing with unanticipated shortfalls nationwide, and increased costs of responding to the public health emergency. In April 2020, the Federal Reserve Chair Jerome Powell said that the U.S. economy is in an emergency and deteriorating "with alarming speed." The number of American workers filing first-time claims for jobless benefits in March 2020 and April 2020 increased to levels significantly higher than during the worst of the Great Recession. In NM, initial unemployment filings pushed unemployment in New Mexico and Santa Fe above the highest point of the 2008 recession.

With the early and measured action taken by the Mayor and City Council, the City was able to address the FY20 deficit in the span of 3 months. The City implemented a variety of measures to address the FY20 deficit including a spending freeze for non-essential purchases, a hiring freeze for non-essential staff, and the separation of non-essential temporary employees and a furlough plan for employees.

FY21 Recommended Budget

The FY21 All Funds expenditures total $320.7 million, a decrease of $70.9 million or 18.1 percent across all funds from the FY20 budgeted levels at midyear. The FY21 General Fund expenditures total $92.8 million, a decrease of $10.6 million or 10.3 percent from the FY20 budgeted levels at midyear.

Community First

The FY21 Recommended Budget balances need for service reductions due to the weakened economy. While service reductions can have disproportionate impacts within our community, the FY21 Recommended Budget prioritizes the health, safety and wellbeing of our Community. The FY21 budget intentionally did not reduce the Community Services budget in order to support our community during a public health and economic crisis, when many residents need it most. The FY21 Recommended Budget also prioritizes protecting jobs for our workforce. The FY21 Recommended Budget does not include furloughs past September 4th and does not layoff any City employees.

City Reorganization

The FY21 Recommended Budget includes a proposed reorganization with the goal of creating more efficiency and alignment of our programs and resources with a clear orientation toward improving the delivery of services to our Community. As we face unprecedented, and uncertain financial times, it's more important than ever to ensure that all actions the City takes, work toward making the City a better place to live, work and play.

The reorganization will align functions, streamline the management structure, and provide greater clarity to residents and stakeholders as they navigate the City government. The reorganization includes the following three changes:

1. Creating a Community Engagement Department that moves Constituent and Council Services under the City Clerks' office. With this change, the Clerk's office becomes the central hub for all external communications, resident outreach and ongoing virtual meetings.
2. Creating a Community Development Department that merges six of our external facing departments (Arts and Culture, Affordable Housing, Economic Development, Planning and Land Use, Recreation, and Tourism.)
3. Creating the Department of Public Health and Safety made up of Police, Fire, Emergency Management and Safety, and Community Services. This new department will allow the City to continue to build on a public health approach to public safety.

Retirement Incentive

The FY21 Recommended budget includes a proposal to create a retirement incentive program which will be a monetary incentive to encourage retirement of eligible employees. The retirement incentive, budgeted at $1.5 million, will encourage vacancies through attrition to reduce costs of salaries and benefits for the City of Santa Fe. The incentive, which will be provided on a first come first served basis, will provide a $15,000 lump sum for employees who

are eligible to retire. This will be a one-time program and is not guaranteed to be offered in the future.

Operating Expenses

While we continue to face uncertainty about the severity of the economic crisis and corresponding municipal revenue declines, the City also continues to find efficiencies and prioritizes investing in innovative solutions to provide services. Given the projected contraction, the City will implement a variety of measures to protect the financial stability and integrity of the City. The FY21 Recommended Budget includes the following efficiencies and cost-saving measures across City departments:

- Operating Expenses – Reduction of $19.6 million across all funds
  - Reduction in travel budgets given the health risks associated with travel
  - Reducing supplies such as paper and printed material (calendars, planners, etc) can help us adapt to remote work environments and software and facilitate social distancing. Using electronic documents can reducing printing and material costs and increase efficiencies.
  - Reduce budget for vehicle replacements and institute a Car Sharing Pool, reducing the number of underutilized and aging vehicles, while allowing employees access to vehicles and reducing costs to maintain older vehicles

- Capital Costs – Reduction of $16.7 million across all funds
  - Reduction in capital purchases covered in the operating budget.
  - The City is planning to issue a 2020 GRT Bond to fund capital investments in new infrastructure, equipment, software, or other capital expenses that can improve efficiencies and reduce operating costs.

- Personnel Costs – Reduction of $7.5 million across all funds through implementing a hiring freeze on non-essential vacant positions.

FY21 Revenue Forecast

The magnitude and suddenness of the economic downturn caused by the coronavirus pandemic is different than any prior experience. The uncertainty of the impacts of pandemic on the City's revenues remains high, as no level of historical data will inform us about the duration and severity of the pandemic and the corresponding impact on our local economy. The City's revenue declines over the next few years will exceed what the City experienced in the last two decades with the Great Recession and Dotcom Crash.

Over the last few months, City staff revised both the way we produce the revenue forecast and also the forecast itself. Traditionally, revenue estimates are based on trends and historical data. But for FY21, relying solely on traditional revenue estimating methodologies simply will not work; there is no relevant history of how a pandemic will impact the economy. Instead, the FY21 revenue forecast also considers three factors: when different sectors of the economy may re-open; how they may re-open; and at what capacity they may re-open. The recurring revenue projected in FY21 across All Funds totals $312.5 million, an $82.9 million or 21 percent decline across all funds from the FY20 budgeted levels at midyear. The recurring revenue projected in FY21 General Fund totals $92.8 million, a $12.8 million or 12.2 percent decline from the FY20

budgeted levels at midyear. As the global health pandemic's duration and severity and its impact on the Santa Fe economy is uncertain, the City will maintain the 10 percent General Fund reserve requirement in FY21 to be prepared for the inevitable fluctuations in gross receipts tax revenue, the City's largest single revenue source.

Because of City's fiscal responsibility over the last few years, the City is positioned to prioritize funding the health and wellbeing of our community at a time of global economic uncertainty. In normal years, the City is diligent to ensure that estimated ongoing revenue levels match ongoing expenditure levels. Due to the magnitude and suddenness of the economic downturn and the uncertainty of revenue projections, the FY21 Recommended Budget uses a mix of ongoing and one-time revenue to balance the budget. In FY21, while some funds like the water management fund and the wastewater management fund are showing a net gain over the course of the fiscal year, other funds are showing a net loss over the course of FY21 as projected revenue is less than propose expenditure levels. Given the nature of the global public health crisis and the economic downturn, it is more important now than ever to utilize the rainy day fund to maintain vital city services for residents. Over the last two years, Mayor Webber's administration has built up the City's rainy day funds which will enable the City to continue investing in the City's core services and prioritize funding service-delivery levels to build and support our community initiatives. As part of the FY21 Recommended Budget, the City is proposing to use $22.4 million of the "rainy day funds" or our cash reserves to limit the reduction of service levels until we have a more accurate picture of the economic impact of the pandemic. Total funding sources in the FY21 Recommended Budget across All Funds is $334.9 million which includes cash reserves. This represents a $60.5 million or 15.3 percent decline from the FY20 budgeted levels at midyear. Reserves are intentionally built up during years of revenue growth with the prospect of using the reserves to help during times of financial hardship.

Additionally, the City is fortunate to rely on new one-time revenue sources as a result of action taken in the Special Legislative Session held in June 2020. The City successfully lobbied for an increase to the Internet Sales Tax distribution given the expansion of internet sales during the pandemic. The City will see an additional $750 thousand as a result of the action in House Bill 6 from the Special Session that doubled the amount of the internet sales tax distribution to local governments in FY21. Additionally, the City successfully lobbied for creating a Local Government Emergency Economic Relief Loan Program, which may be used for general operating expenses and revenue replacement. The City plans to apply for the loan program as soon as New Mexico Finance Authority opens up the loan program in the next few weeks.

The Legislature also passed and Governor signed a bill allocated $150 million to cities and counties with a population of less than 500,000 thousand residents from the federal CARES Act for necessary expenditures responding to the public health emergency. The City anticipates additional funding from this allocation, the exact amount is dependent on the formula, but initial estimates is that the City could receive approximately $10 million for expenditures necessary for mitigating the effects, including secondary effects, of the public health emergency.

Together with other cities, we are actively advocating for immediate federal assistance. The Health and Economic Recovery Omnibus Emergency Solutions (HEROES) Act passed the U.S. House on May 15th and is now in the Senate. Under the HEROES Act as passed by the House, the City would stand to receive emergency fiscal assistance funds to respond to mitigate, cover costs or replace foregone revenues not projected stemming from the public health emergency, or its negative economic impacts, with respect to the Coronavirus Disease (COVID–19). It is still

unclear in what form or whether this measure will clear the U.S. Senate, and whether the President would sign it into law. While the relief would be welcome, its arrival is still uncertain.

Finally, the FY21 Recommended Budget includes two changes to fees charged in City Departments.

Land Use Fee Update Currently the Land Use Department does not charge a fee for a number of services that are provided that result in a direct economic benefit to a specific individual/entity. Other fees have not been updated in more than ten years and are significantly lower than nearby jurisdictions. The updated fee proposal included in the FY21 recommended budget would assign the cost of services to the benefiting parties, and capture lost revenue resulting from a failure to update existing fee categories on a regular basis. The resulting increase in revenue will be used to enhance available resources to improve response times, and improve the availability of services for the general public. The FY21 recommended budget includes estimated revenues of $500 thousand for the general fund revenue from the updated land use fee schedule.

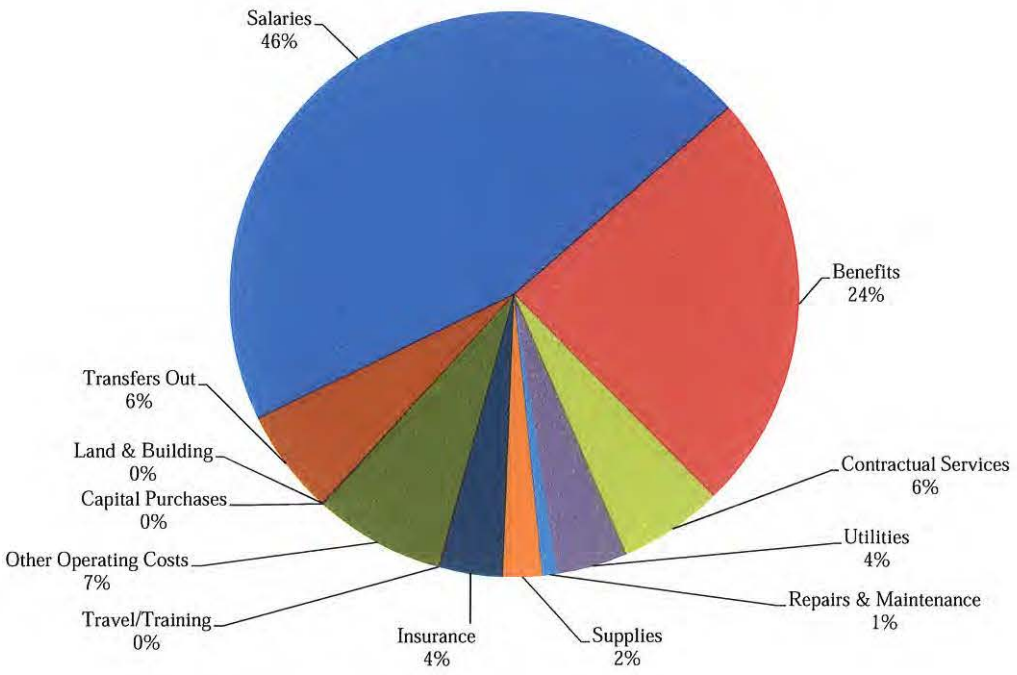
Golf Course Fee Update – The Parks and Recreation Department, the Marty Sanchez Links de Santa Fe Advisory Sub-committee and the Parks and Recreation Advisory Committee are recommending a modest fee increase at the Marty Sanchez Links, de Santa Fe. Fee increases range from a low of 6.67 percent to a high of 14.29 percent, depending on fee type. The number of rounds played is the single largest variable in revenues, however, if the same number of rounds were played in FY21 as in FY19, revenues from green fees and cart rentals would increase $100 thousand.

Next Steps

In normal times, annual budgeting is sufficient. The uncertainty of our current times, will require us to have a unique budget process, where the City will need to make frequent budget adjustments, over the next few fiscal years. The public health emergency's ebb and flow will continue to dictate the depth and duration of the economic and fiscal crisis. For that reason, we will bring quarterly budget adjustments to the Council as we are able to generate actual revenue receipts and assess new information throughout the year. The largest unknown impacting our revenue forecast is the possibility of another wave of infection that would force another stay-at-home order and a second round of business shut-downs as we saw in March and April 2020. We expect the financial impact of the coronavirus pandemic to last through FY21 and we also expect an extended multi-year recovery period. These stark FY21 revenue projections will promote sober and responsible budget deliberations for the coming fiscal year and years to come.

GENERAL FUND SUMMARY

FY21 RECOMMENDED BUDGET-GENERAL FUND



CITY OF SANTA FE
GENERAL FUND EXPENDITURES BY DEPARTMENT
FY 2016/17 THROUGH FY 2020/21

DEPARTMENT	ACTUAL EXPENSES FY 2016/17	ACTUAL EXPENSES FY 2017/18	ACTUAL EXPENSES FY 2018/19	FY 2019/20 MIDYEAR BUDGET	PROPOSED BUDGET FY 2020/21	AMOUNT CHANGE 19/20-20/21	PERCENT CHANGE 19/20-20/21
Affordable Housing	358,747	500,130	526,715	864,950	915,414	50,464	5.8%
Community Engagement	1,405,002	1,811,507	1,663,862	2,213,038	1,850,263	(362,775)	-16.4%
Community Services	7,307,811	8,090,860	7,792,008	8,910,360	9,087,736	177,376	2.0%
Economic Development	648,512	865,622	877,387	1,143,808	827,814	(315,994)	-27.6%
Emergency Management	-	-	-	-	118,796	118,796	N/A
Finance	13,744,922	5,792,505	4,471,734	5,434,020	4,421,864	(1,012,156)	-18.6%
Fire	17,409,016	19,826,058	19,370,551	21,121,351	19,545,791	(1,575,560)	-7.5%
General Government	4,863,714	5,367,006	5,174,199	6,578,924	5,176,282	(1,402,642)	-21.3%
Human Resources	910,996	1,444,277	1,343,918	3,671,121	3,455,838	(215,283)	-5.9%
Info Tech & Telecom	4,157,037	-	-	-	-	-	N/A
Planning & Land Use	4,404,317	5,339,159	4,830,911	6,299,141	5,246,919	(1,052,222)	-16.7%
Police	22,495,788	24,087,914	24,056,361	25,051,326	22,676,029	(2,375,297)	-9.5%
Public Utilities	284,160	313,335	270,652	286,886	-	(286,886)	-100.0%
Public Works	13,244,397	16,975,358	15,582,566	18,710,744	17,158,076	(1,552,668)	-8.3%
Recreation	2,374,300	2,597,019	2,317,164	3,125,363	2,280,586	(844,777)	-27.0%
TOTAL GENERAL FUND	**93,608,720**	**93,010,751**	**88,278,029**	**103,411,032**	**92,761,408**	**(10,649,624)**	**-10.3%**

CITY OF SANTA FE
GENERAL FUND - REVENUES BY CATEGORY
FY 2016/17 THROUGH FY 2020/21

CATEGORY	ACTUAL REVENUE FY 2016/17	ACTUAL REVENUE FY 2017/18	ACTUAL REVENUE FY 2018/19	FY 2019/20 MIDYEAR BUDGET	PROPOSED BUDGET FY 2020/21	AMOUNT CHANGE 19/20-20/21	PERCENT CHANGE 19/20-20/21
Local/State-Shared Taxes:							
-Gross Receipts Tax	57,939,139	64,915,409	65,812,526	70,982,213	57,480,900	(13,501,313)	-19.0%
-Property Tax	6,737,420	8,965,751	8,351,923	11,157,228	10,041,506	(1,115,722)	-10.0%
-Franchise Fees	4,090,448	4,378,595	4,831,197	5,292,033	4,498,228	(793,805)	-15.0%
-Other Taxes	498,485	495,819	451,466	531,116	376,012	(155,104)	-29.2%
Subtotal - Taxes	*69,265,492*	*78,755,574*	*79,447,112*	*87,962,590*	*72,396,646*	*(15,565,944)*	*-17.7%*
Licenses & Permits:							
-Business Licenses	458,230	409,776	396,160	425,769	319,242	(106,527)	-25.0%
-Building/Zoning Permits	2,825,623	3,475,797	3,163,467	3,600,299	2,641,197	(959,102)	-26.6%
-Other Licenses & Permits	250,116	294,836	302,477	404,620	303,722	(100,898)	-24.9%
Subtotal - Licenses & Permits	*3,533,969*	*4,180,409*	*3,862,105*	*4,430,688*	*3,264,161*	*(1,166,527)*	*-26.3%*
Fees & Service Charges:							
-Ambulance Fees	4,209,915	2,544,706	2,497,386	2,800,000	2,520,000	(280,000)	-10.0%
-Impact Fees	3,740	-	9,320	-	-	-	N/A
-Planning/Land Use Fees	327,703	399,614	265,748	915,173	684,469	(230,704)	-25.2%
-Police/Court Fees	49,072	51,589	65,441	51,000	30,600	(20,400)	-40.0%
-Recreation Fees	477,258	445,143	357,953	415,037	166,383	(248,654)	-59.9%
-Reimbursed Expenses	7,014,308	5,032,074	4,793,972	5,522,170	4,952,007	(570,163)	-10.3%
-Other Fees/Services	194,474	221,405	194,302	485,832	342,681	(143,151)	-29.5%
Subtotal - Fees & Services	*12,276,471*	*8,694,530*	*8,184,123*	*10,189,212*	*8,696,140*	*(1,493,072)*	*-14.7%*
Fines & Forfeitures:							
-Violations Fines	5,706	3,995	3,209	3,600	2,520	(1,080)	-30.0%
-Other Fines & Forfeitures	299,006	237,817	217,123	269,714	188,800	(80,914)	-30.0%
Subtotal - Fines & Forfeitures	*304,712*	*241,812*	*220,332*	*273,314*	*191,320*	*(81,994)*	*-30.0%*
Rents/Royalties/Concessions:							
-Parks & Recreation - Rentals	14,292	19,097	13,098	20,566	8,226	(12,340)	-60.0%
-Other Rentals	8,897	5,020	41,046	5,179	3,884	(1,295)	-25.0%
Subtotal - Rents/Royalties	*23,189*	*24,117*	*54,144*	*25,745*	*12,110*	*(13,635)*	*-53.0%*
Miscellaneous Revenues:							
-Sales Revenue	11,148	2,251	45,587	-	-	-	N/A
-Other Misc. Revenue	107,274	194,395	13,229	53,845	37,692	(16,153)	-30.0%
Subtotal - Miscellaneous	*118,422*	*196,646*	*58,816*	*53,845*	*37,692*	*(16,153)*	*-30.0%*
Intergovernmental Grants:							
-State Grants	63,430	819,036	632,643	611,555	611,555	-	0.0%
-SF County Grants	-	11,146	25,814	-	-	-	N/A
Subtotal - Intergovernmental	*63,430*	*830,182*	*658,456*	*611,555*	*611,555*	-	*0.0%*
Interest on Investments	37,774	33,994	-	80,964	8,096	(72,868)	-90.0%
Transfers In	459,980	1,658,068	1,070,509	1,979,908	7,543,688	5,563,780	281.0%
TOTAL REVENUES	**86,083,438**	**94,615,334**	**93,555,597**	**105,607,821**	**92,761,408**	**(12,846,413)**	**-12.2%**

CITY OF SANTA FE

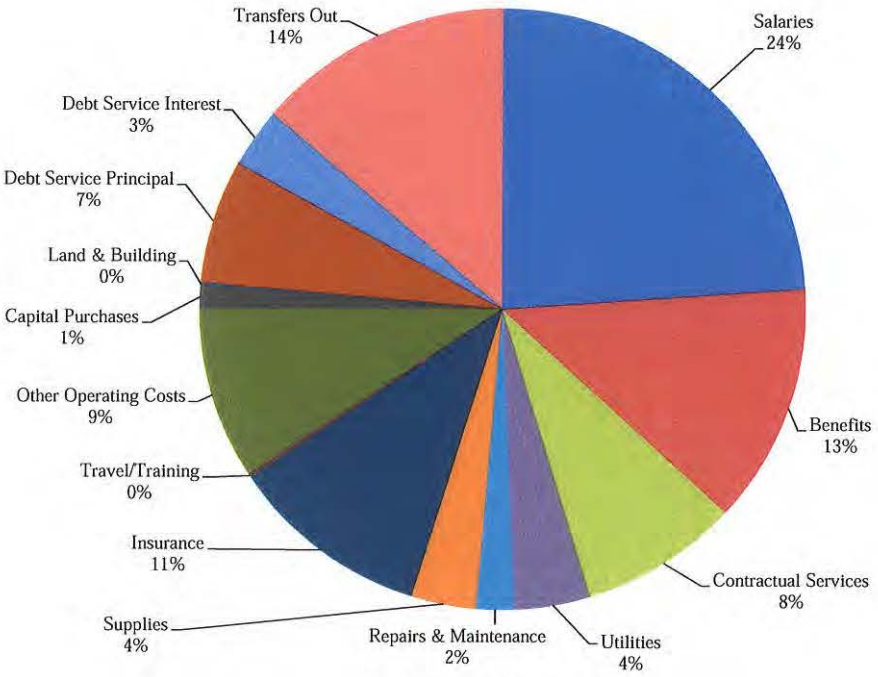
GENERAL FUND - EXPENDITURES BY CATEGORY

FY 2016/17 THROUGH FY 2020/21

CATEGORY	ACTUAL REVENUE FY 2016/17	ACTUAL REVENUE FY 2017/18	ACTUAL REVENUE FY 2018/19	FY 2019/20 MIDYEAR BUDGET	PROPOSED BUDGET FY 2020/21	AMOUNT CHANGE 19/20-20/21	PERCENT CHANGE 19/20-20/21
Personnel Services:							
-Salaries	41,486,743	42,131,835	42,038,155	45,229,743	42,416,186	(2,813,557)	-6.2%
-Benefits	21,660,600	21,499,229	21,311,794	22,681,761	22,360,177	(321,584)	-1.4%
Subtotal - Personnel Services	*63,147,343*	*63,631,064*	*63,349,950*	*67,911,504*	*64,776,363*	*(3,135,141)*	*-4.6%*
Operating Expenses:							
-Contractual Services	3,276,694	4,164,142	3,208,389	6,109,868	5,486,893	(622,975)	-10.2%
-Utilities	4,292,211	4,382,223	3,478,897	4,273,117	3,771,462	(501,655)	-11.7%
-Repairs & Maintenance	811,522	626,912	601,506	1,192,490	732,962	(459,528)	-38.5%
-Supplies	2,478,369	2,481,636	2,508,570	2,900,107	2,047,723	(852,384)	-29.4%
-Insurance	2,892,663	3,097,678	3,094,163	3,262,221	3,362,537	100,316	3.1%
-Travel/Training	196,805	308,480	186,801	554,971	69,170	(485,801)	-87.5%
-Other Operating Costs	3,504,999	6,538,751	6,142,359	9,157,565	6,818,860	(2,338,705)	-25.5%
Subtotal - Operating Expenses	*17,453,262*	*21,599,821*	*19,220,685*	*27,450,339*	*22,289,607*	*(5,160,732)*	*-18.8%*
Capital Outlay:							
-Capital Purchases	591,538	941,990	806,329	2,211,994	101,500	(2,110,494)	-95.4%
-Land & Building	79,447	97,989	400,504	118,410	7,718	(110,692)	-93.5%
Subtotal - Capital Outlay	*670,985*	*1,039,980*	*1,206,832*	*2,330,404*	*109,218*	*(2,221,186)*	*-95.3%*
Transfers Out	12,337,130	6,739,886	4,500,562	5,718,785	5,586,220	(132,565)	-2.3%
TOTAL EXPENDITURES	**93,608,720**	**93,010,751**	**88,278,029**	**103,411,032**	**92,761,408**	**(10,649,624)**	-10.3%

ALL FUNDS SUMMARY

FY21 RECOMMENDED BUDGET - ALL FUNDS



CITY OF SANTA FE
ALL FUNDS - EXPENDITURES BY DEPARTMENT*
FY 2016/17 THROUGH FY 2020/21

DEPARTMENT	ACTUAL EXPENSES FY 2016/17	ACTUAL EXPENSES FY 2017/18	ACTUAL EXPENSES FY 2018/19	FY 2019/20 MIDYEAR BUDGET	PROPOSED BUDGET FY 2020/21	AMOUNT CHANGE 19/20-20/21	PERCENT CHANGE 19/20-20/21
Affordable Housing	953,512	1,637,011	1,653,269	2,144,995	2,436,253	291,258	13.6%
Arts & Culture	1,518,162	1,720,817	1,430,593	1,964,135	927,925	(1,036,210)	-52.8%
Community Engagement	1,405,002	2,144,477	1,663,862	2,213,038	1,850,263	(362,775)	-16.4%
Community Services	14,745,976	15,853,303	15,549,199	17,873,018	18,242,946	369,928	2.1%
Economic Development	2,061,493	2,705,562	2,235,199	2,733,600	2,047,050	(686,550)	-25.1%
Emergency Management	2,336,790	2,364,449	2,931,133	2,952,598	2,524,442	(428,156)	-14.5%
Finance	35,118,987	31,729,544	27,365,039	30,308,709	23,347,207	(6,961,502)	-23.0%
Fire	19,596,364	20,544,070	21,029,712	24,751,860	21,593,699	(3,158,161)	-12.8%
General Government	5,422,075	6,204,868	5,437,677	6,932,076	5,216,862	(1,715,214)	-24.7%
Human Resources	22,776,215	23,443,317	24,496,143	28,073,735	27,245,971	(827,764)	-2.9%
Info Tech & Telecom*	5,854,006	10,573,683	9,369,138	14,894,987	13,068,172	(1,826,815)	-12.3%
Planning & Land Use	4,706,042	5,648,632	5,177,613	6,698,807	5,709,726	(989,081)	-14.8%
Police	26,109,779	27,838,604	27,620,969	28,248,228	24,979,279	(3,268,949)	-11.6%
Public Utilities	81,689,561	69,473,630	72,376,003	72,041,669	58,920,763	(13,120,906)	-18.2%
Public Works	49,828,094	47,685,812	50,091,828	60,880,787	50,392,826	(10,487,961)	-17.2%
Recreation	7,856,850	6,926,784	6,716,942	8,086,965	5,942,308	(2,144,657)	-26.5%
TOURISM Santa Fe	15,958,201	9,620,251	10,156,112	13,226,329	12,551,799	(674,530)	-5.1%
Non-Departmental	*98,803,681*	*62,796,411*	*91,276,637*	*67,544,367*	*43,665,160*	(23,879,207)	-35.4%
TOTAL EXPENDITURES	**396,740,789**	**348,911,224**	**376,577,068**	**391,569,903**	**320,662,651**	**(70,907,252)**	**-18.1%**

*includes ERP (CIP) Budget

CITY OF SANTA FE

ALL FUNDS - REVENUES BY CATEGORY*

FY 2016/17 THROUGH FY 2020/21

CATEGORY	ACTUAL REVENUE FY 2016/17	ACTUAL REVENUE FY 2017/18	ACTUAL REVENUE FY 2018/19	FY 2019/20 MIDYEAR BUDGET	PROPOSED BUDGET FY 2020/21	AMOUNT CHANGE 19/20-20/21	PERCENT CHANGE 19/20-20/21
Local/State-Shared Taxes:							
-Gross Receipts Tax	103,147,009	110,811,262	110,878,967	112,704,293	90,858,566	(21,845,727)	-19.4%
-Property Tax	11,287,434	11,392,416	10,784,753	13,173,548	11,989,105	(1,184,443)	-9.0%
-Franchise Fees	4,104,877	4,397,467	4,845,849	5,312,033	4,566,228	(745,805)	-14.0%
-Lodgers' Tax	10,809,464	11,530,595	12,533,263	12,800,423	6,400,212	(6,400,211)	-50.0%
-Gasoline Tax	1,548,162	1,445,498	1,367,389	1,589,326	1,064,848	(524,478)	-33.0%
-Other Taxes	563,826	562,889	451,466	602,960	429,895	(173,065)	-28.7%
Subtotal - Taxes	*131,460,771*	*140,140,127*	*140,861,687*	*146,182,583*	*115,308,854*	*(30,873,729)*	*-21.1%*
Licenses & Permits:							
-Business Licenses	459,805	411,426	397,585	427,473	320,435	(107,038)	-25.0%
-Building/Zoning Permits	2,844,223	3,494,817	3,184,430	3,620,000	2,681,197	(938,803)	-25.9%
-Other Licenses & Permits	266,401	319,401	318,942	428,709	325,972	(102,737)	-24.0%
Subtotal - Licenses & Permits	*3,570,429*	*4,225,644*	*3,900,957*	*4,476,182*	*3,327,604*	*(1,148,578)*	*-25.7%*
Fees & Service Charges:							
-Airport Fees	1,263,842	1,937,650	1,626,667	2,311,228	547,942	(1,763,286)	-76.3%
-Ambulance Fees	4,209,915	2,544,706	2,497,386	2,800,000	2,520,000	(280,000)	-10.0%
-Civic Center Fees	392,378	789,730	720,912	820,277	246,527	(573,750)	-69.9%
-Housing Fees	259,311	611,540	638,572	635,000	476,250	(158,750)	-25.0%
-Impact Fees	1,104,380	1,621,261	2,676,788	1,700,000	1,307,537	(392,463)	-23.1%
-Insurance Premiums	28,033,614	28,182,348	28,113,122	30,557,104	30,330,607	(226,497)	-0.7%
-Meals Fees	53,674	52,096	48,436	56,331	39,430	(16,901)	-30.0%
-Parking Fees	4,710,913	4,833,610	5,587,612	5,183,963	3,732,204	(1,451,759)	-28.0%
-Planning/Land Use Fees	328,003	399,614	265,748	915,173	684,469	(230,704)	-25.2%
-Police/Court Fees	824,183	1,251,605	891,703	649,889	398,519	(251,370)	-38.7%
-Public Transportation Fees	376,896	358,140	346,451	390,052	156,021	(234,031)	-60.0%
-Recreation Fees	3,417,599	3,328,686	3,295,426	3,518,518	2,184,240	(1,334,278)	-37.9%
-Solid Waste Fees	20,910,384	20,040,359	20,394,990	21,145,892	19,563,859	(1,582,033)	-7.5%
-Wastewater Fees	12,254,426	13,197,506	13,205,600	13,814,227	11,742,094	(2,072,133)	-15.0%
-Water Fees	34,606,175	38,154,026	32,187,332	40,447,165	34,464,697	(5,982,468)	-14.8%
-Reimbursed Expenses	14,656,423	21,524,109	21,685,336	18,220,283	15,322,477	(2,897,806)	-15.9%
-Other Fees/Services	6,111,707	1,461,035	1,590,371	1,567,173	1,583,385	16,212	1.0%
Subtotal - Fees & Services	*133,513,821*	*140,288,022*	*135,772,451*	*144,732,275*	*125,300,258*	*(19,432,017)*	*-13.4%*
Fines & Forfeitures:							
-Parking Fines	424,250	684,963	660,040	649,170	460,023	(189,147)	-29.1%
-Violations Fines	225,831	265,339	113,915	125,617	96,234	(29,383)	-23.4%
-Other Fines & Forfeitures	374,982	317,838	308,089	360,468	239,003	(121,465)	-33.7%
Subtotal - Fines & Forfeitures	*1,025,062*	*1,268,140*	*1,082,044*	*1,135,255*	*795,260*	*(339,995)*	*-29.9%*
Rents/Royalties/Concessions:							
-Airport Rentals	203,686	111,377	127,915	116,025	58,014	(58,011)	-50.0%
-Equipment Rentals	37,677	39,110	38,187	41,365	24,819	(16,546)	-40.0%
-Parks & Recreation - Rentals	267,153	262,494	272,063	282,673	167,650	(115,023)	-40.7%
-Other Rentals	2,068,816	2,481,519	1,804,943	1,118,633	1,259,100	140,467	12.6%
Subtotal - Rents/Royalties	*2,577,332*	*2,894,500*	*2,243,107*	*1,558,696*	*1,509,583*	*(49,113)*	*-3.2%*
Miscellaneous Revenues:							
-Bond Proceeds	2,498,397	10,290,000	20,000,000	1,575,000	-	(1,575,000)	-100.0%
-Insurance Recoveries	28,884	12,016	54,267	20,000	20,000	-	0.0%
-Sales Revenue	546,356	598,675	342,110	306,221	225,410	(80,811)	-26.4%
-Other Misc. Revenue	2,580,249	4,785,778	6,353,953	2,540,602	1,244,303	(1,296,299)	-51.0%
Subtotal - Miscellaneous	*5,653,885*	*15,686,468*	*26,750,331*	*4,441,823*	*1,489,713*	*(2,952,110)*	*-66.5%*
Intergovernmental Grants:							
-State Grants	3,632,140	3,879,323	3,463,988	5,611,457	4,653,120	(958,337)	-17.1%
-Federal Grants	2,958,892	3,136,174	2,894,626	4,639,253	6,000,809	1,361,556	29.3%
-SF County Grants	72,709	61,107	194,015	2,398,024	2,541,252	143,228	6.0%
-Other Grants	12,603	10,643	12,350	7,236,654	7,214,237	(22,417)	-0.3%
Subtotal - Intergovernmental	*6,676,344*	*7,087,247*	*6,564,979*	*19,885,388*	*20,409,418*	*524,030*	*2.6%*
Interest on Investments	1,533,688	2,389,146	120,474	2,799,043	202,249	(2,596,794)	-92.8%
Transfers In	69,786,558	64,235,456	64,116,311	70,245,524	44,178,043	(26,067,481)	-37.1%
TOTAL REVENUES	**355,797,890**	**378,214,751**	**381,412,341**	**395,456,769**	**312,520,982**	**(82,935,787)**	**-21.0%**
Cash Reserves					22,411,605		
TOTAL FUNDING SOURCES				**395,456,769**	**334,932,587**	**(60,524,182)**	**-15.3%**

**Includes ERP (CIP) Budget*

CITY OF SANTA FE
ALL FUNDS - EXPENDITURES BY CATEGORY*
FY 2016/17 THROUGH FY 2020/21

CATEGORY	ACTUAL REVENUE FY 2016/17	ACTUAL REVENUE FY 2017/18	ACTUAL REVENUE FY 2018/19	FY 2019/20 MIDYEAR BUDGET	PROPOSED BUDGET FY 2020/21	AMOUNT CHANGE 19/20-20/21	PERCENT CHANGE 19/20-20/21
Personnel Services:							
-Salaries	72,006,671	77,579,341	75,875,638	83,013,703	76,632,912	(6,380,791)	-7.7%
-Benefits	50,343,312	32,573,189	38,233,984	42,401,563	41,240,802	(1,160,761)	-2.7%
Subtotal - Personnel Services	*122,349,983*	*110,152,530*	*114,109,621*	*125,415,266*	*117,873,714*	*(7,541,552)*	*-6.0%*
Operating Expenses:							
-Contractual Services	21,467,957	20,497,280	21,641,108	30,431,743	27,161,037	(3,270,706)	-10.7%
-Utilities	11,830,262	13,088,635	12,312,993	15,341,221	13,001,455	(2,339,766)	-15.3%
-Repairs & Maintenance	4,889,104	5,882,052	6,097,883	9,213,203	6,608,369	(2,604,834)	-28.3%
-Supplies	9,110,843	11,083,929	11,050,236	13,923,804	11,200,759	(2,723,045)	-19.6%
-Insurance	30,843,677	30,721,981	33,401,544	34,319,201	34,383,869	64,668	0.2%
-Travel/Training	825,449	1,009,738	1,141,170	1,684,512	592,422	(1,092,090)	-64.8%
-Other Operating Costs	25,049,273	31,040,768	27,552,388	37,347,228	29,696,866	(7,650,362)	-20.5%
Subtotal - Operating Expenses	*104,016,566*	*113,324,383*	*113,197,322*	*142,260,912*	*122,644,777*	*(19,616,135)*	*-13.8%*
Capital Outlay:							
-Capital Purchases	6,934,547	7,358,727	5,702,505	19,154,630	3,971,918	(15,182,712)	-79.3%
-Land & Building	1,170,232	1,211,688	6,905,148	2,067,979	508,383	(1,559,596)	-75.4%
Subtotal - Capital Outlay	*8,104,778*	*8,570,414*	*12,607,652*	*21,222,609*	*4,480,301*	*(16,742,308)*	*-78.9%*
Debt Service:							
-Principal	65,144,245	19,376,742	29,458,709	21,406,207	21,261,908	(144,299)	-0.7%
-Interest	15,937,949	10,421,421	11,397,362	10,833,140	10,223,908	(609,232)	-5.6%
Subtotal - Debt Service	*81,082,193*	*29,798,163*	*40,856,071*	*32,239,347*	*31,485,816*	*(753,531)*	*-2.3%*
Transfers Out	81,187,268	87,065,734	95,806,402	70,431,769	44,178,043	(26,253,726)	-37.3%
TOTAL EXPENDITURES	**396,740,789**	**348,911,224**	**376,577,068**	**391,569,903**	**320,662,651**	**(70,907,252)**	-18.1%

**includes ERP (CIP) Budget*

Over the last two years, Mayor Webber's administration has built up the City's rainy day funds which will enable the City to continue investing in the City's core services and prioritize funding service-delivery levels to build and support our community initiatives. As part of the FY21 Recommended Budget, the City is proposing to use $22.4 million of the "rainy day funds," or cash reserves, to limit the reduction of service levels until the City has a more accurate picture of the economic impact of the pandemic. Reserves are intentionally built up during years of revenue growth with the prospect of using the reserves to help during times of financial hardship.

Fund Code		212
Fund Title		Economic Development
Beginning FY21 Estimated Cash Reserve	$	1,235,832
FY21 Revenue + Transfers In	$	755,230
FY21 Expenditures + Transfers Out	$	1,219,236
FY21 Expenditures More than Revenue	$	(464,006)
Ending FY21- Estimated Cash Reserves	$	771,826

Fund Code		213
Fund Title		Lodgers' Tax Fund
Beginning FY21 Estimated Cash Reserve	$	3,124,831
FY21 Revenue + Transfers In	$	6,561,329
FY21 Expenditures + Transfers Out	$	6,971,778
FY21 Expenditures More than Revenue	$	(410,449)
Ending FY21- Estimated Cash Reserves	$	2,714,382

Fund Code		240
Fund Title		Community Development
Beginning FY21 Estimated Cash Reserve	$	2,686,411
FY21 Revenue + Transfers In	$	2,522,481
FY21 Expenditures + Transfers Out	$	2,764,501
FY21 Expenditures More than Revenue	$	(242,020)
Ending FY21- Estimated Cash Reserves	$	2,444,391

Fund Code		252
Fund Title		Arts & Culture Grants
Beginning FY21 Estimated Cash Reserve	$	60,269
FY21 Revenue + Transfers In	$	6,667
FY21 Expenditures + Transfers Out	$	65,000
FY21 Expenditures More than Revenue	$	(58,333)
Ending FY21- Estimated Cash Reserves	$	1,936

Fund Code		255
Fund Title		Quality of Life
Beginning FY21 Estimated Cash Reserve	$	810,231
FY21 Revenue + Transfers In	$	-
FY21 Expenditures + Transfers Out	$	200,047
FY21 Expenditures More than Revenue	$	(200,047)
Ending FY21- Estimated Cash Reserves	$	610,184

Fund Code		256
Fund Title		Recreation Programs
Beginning FY21 Estimated Cash Reserve	$	2,566,430
FY21 Revenue + Transfers In	$	1,313,621
FY21 Expenditures + Transfers Out	$	1,868,716
FY21 Expenditures More than Revenue	$	(555,095)
Ending FY21- Estimated Cash Reserves	$	2,011,335

Fund Code		325
Fund Title		CIP Special Project
Beginning FY21 Estimated Cash Reserve	$	2,977,012
FY21 Revenue + Transfers In	$	1,247,271
FY21 Expenditures + Transfers Out	$	3,041,951
FY21 Expenditures More than Revenue	$	(1,794,680)
Ending FY21- Estimated Cash Reserves	$	1,182,332

Fund Code		330
Fund Title		CIP Streets & Roadways
Beginning FY21 Estimated Cash Reserve	$	4,054,306
FY21 Revenue + Transfers In	$	1,173,825
FY21 Expenditures + Transfers Out	$	2,302,277
FY21 Expenditures More than Revenue	$	(1,128,452)
Ending FY21- Estimated Cash Reserves	$	2,925,854

Over the last two years, Mayor Webber's administration has built up the City's rainy day funds which will enable the City to continue investing in the City's core services and prioritize funding service-delivery levels to build and support our community initiatives. As part of the FY21 Recommended Budget, the City is proposing to use $22.4 million of the "rainy day funds," or cash reserves, to limit the reduction of service levels until the City has a more accurate picture of the economic impact of the pandemic. Reserves are intentionally built up during years of revenue growth with the prospect of using the reserves to help during times of financial hardship.

Fund Code		365
Fund Title		1/2% GRT Income Fund
Beginning FY21 Estimated Cash Reserve	$	3,273,721
FY21 Revenue + Transfers In	$	14,834,870
FY21 Expenditures + Transfers Out	$	15,979,588
FY21 Expenditures More than Revenue	$	(1,144,718)
Ending FY21- Estimated Cash Reserves	$	2,129,003

Fund Code		510
Fund Title		Environmental Services
Beginning FY21 Estimated Cash Reserve	$	19,792,496
FY21 Revenue + Transfers In	$	13,685,624
FY21 Expenditures + Transfers Out	$	14,627,626
FY21 Expenditures More than Revenue	$	(942,002)
Ending FY21- Estimated Cash Reserves	$	18,850,494

Fund Code		515
Fund Title		Railyard Properties
Beginning FY21 Estimated Cash Reserve	$	2,918,315
FY21 Revenue + Transfers In	$	702,636
FY21 Expenditures + Transfers Out	$	2,899,700
FY21 Expenditures More than Revenue	$	(2,197,064)
Ending FY21- Estimated Cash Reserves	$	721,251

Fund Code		520
Fund Title		Santa Fe Convention Center
Beginning FY21 Estimated Cash Reserve	$	7,125,791
FY21 Revenue + Transfers In	$	3,090,756
FY21 Expenditures + Transfers Out	$	5,930,149
FY21 Expenditures More than Revenue	$	(2,839,393)
Ending FY21- Estimated Cash Reserves	$	4,286,398

Fund Code		525
Fund Title		Midtown Property
Beginning FY21 Estimated Cash Reserve	$	1,437,083
FY21 Revenue + Transfers In	$	750,000
FY21 Expenditures + Transfers Out	$	2,181,800
FY21 Expenditures More than Revenue	$	(1,431,800)
Ending FY21- Estimated Cash Reserves	$	5,283

Fund Code		530
Fund Title		Municipal Recreation Complex
Beginning FY21 Estimated Cash Reserve	$	271,751
FY21 Revenue + Transfers In	$	1,017,842
FY21 Expenditures + Transfers Out	$	1,269,971
FY21 Expenditures More than Revenue	$	(252,129)
Ending FY21- Estimated Cash Reserves	$	19,622

Fund Code		540
Fund Title		Transit Bus System
Beginning FY21 Estimated Cash Reserve	$	8,940,907
FY21 Revenue + Transfers In	$	4,358,958
FY21 Expenditures + Transfers Out	$	10,361,909
FY21 Expenditures More than Revenue	$	(6,002,951)
Ending FY21- Estimated Cash Reserves	$	2,937,956

Fund Code		550
Fund Title		Genoveva Chavez Community Ctr
Beginning FY21 Estimated Cash Reserve	$	4,161,676
FY21 Revenue + Transfers In	$	1,314,486
FY21 Expenditures + Transfers Out	$	3,627,322
FY21 Expenditures More than Revenue	$	(2,312,836)
Ending FY21- Estimated Cash Reserves	$	1,848,840

Fund Code		600
Fund Title		Risk Management
Beginning FY21 Estimated Cash Reserve	$	5,092,063
FY21 Revenue + Transfers In	$	5,177,293
FY21 Expenditures + Transfers Out	$	5,521,186
FY21 Expenditures More than Revenue	$	(343,893)
Ending FY21- Estimated Cash Reserves	$	4,748,170

Fund Code		615
Fund Title		Unemployment Claims
Beginning FY21 Estimated Cash Reserve	$	109,015
FY21 Revenue + Transfers In	$	108,263
FY21 Expenditures + Transfers Out	$	200,000
FY21 Expenditures More than Revenue	$	(91,737)
Ending FY21- Estimated Cash Reserves	$	17,278

V. FY20 REVENUE AND ECONOMIC ANALYSIS

The coronavirus has not only created a public health emergency, but has also created a sudden and unprecedented economic crisis for our community and a fiscal crisis for our City government. The economic crisis brought on by the coronavirus pandemic is impacting the revenue base for state and local governments across the county. With non-essential businesses reducing services in many states, consumer spending on non-emergency items drastically decreasing and tens of millions of workers losing their jobs or seeing a drastic cut in their incomes, states and cities are seeing their tax revenue base (personal income taxes, sales taxes and gas taxes, gaming, tourism and oil revenue) declining rapidly which in turn has caused budget shortfalls fiscal year 2020 and fiscal year 2021.

In April 2020, the Federal Reserve Chair Jerome Powell said that the U.S. economy is in an emergency and deteriorating "with alarming speed." According to the Commerce Department, the US economy shrank by 4.8% in the first quarter of 2020, which is the sharpest decline since the financial crisis more than a decade ago. US Consumer spending decreased 7.6 percent in the 1st quarter. In a five week period from the end of March to the end of April, the number of American workers filing first-time claims for jobless benefits increased to 26 million, indicating the unemployment rate is close to 16 percent, significantly higher than it was during the worst of the Great Recession. In NM, initial unemployment filings pushed unemployment in New Mexico above the highest point of the 2008 recession. Santa Fe's initial unemployment claims for that same five week period totaled 9,470.

The financial report half way through the fiscal year showed that the City's revenues were out-performing estimates. However, the City's revenue from the Gross Receipts Taxes, the City's largest revenue source, for the March 2020 fell 5% compared to March 2019 and the distribution for April 2020 GRT fell 19% from April 2019 levels. The City has implemented a variety of measures, in order to solve for the structural fiscal imbalance in the span of 3 months including a spending freeze for non-essential purchases, a hiring freeze for non-essential staff, and separation non-essential temporary employees and a furlough plan for employees.

The uncertainty of the global health pandemic's duration and severity and its impact on the national and local economy continues into FY21, despite our collective efforts to flatten the curve. Forecasting revenues in the middle of a pandemic that has created unprecedented levels of volatility in the economy is challenging. While traditionally the revenue forecast is based upon historical information, given the current economic crisis spurred by the public health crisis, the effectiveness of using historical data to forecast the economic activity and City revenues in FY21 is limited. The volatility in the economy and on City revenue sources will likely persist for the duration of FY21 and into FY22. Since many of the City's revenue sources are sensitive to economic conditions, the City takes a cautious approach when forecasting receipts. The revenue forecast is an estimate and should be viewed as such. The FY21 Recurring Revenue budget totals $312.5 million, a decrease of $82.9 million or 21.0 percent decline in All Funds revenue. Transfers totaled $44.2 million in FY21, a 37.1 percent decline from FY20 budgeted level of $70.2 million

The following sections provide a summary of revenues as the City's projected revenues provide the basis for planning our FY21 expenses. It's important to keep in mind the uncertainties surrounding the pandemic, such as the duration and severity of the public health emergency, will impact economic and financial position of the City's revenues throughout FY21.

National Economy

The national and global economies impact New Mexico and the City of Santa Fe's economy. Global events such as the Covid-19 pandemic impact the entire global economy, but each country, state, and community will experience it with their own local variables. Below are presented four primary national economic indicators, including National Real GDP, National Unemployment Percent Rate, Consumer Price Index and Consumer Spending, from Bloomberg's Contributor Consensus forecast for the remainder of 2020, 2021 and 2022. The four indicators demonstrated signs of strength before COVID-19 struck. In 2019 the national economy saw real GDP growth of 2.6 percent. Growth is expected to sharply fall in 2020 to -5.6 percent due to the pandemic. The national real GDP growth is expected to hit 4 percent in 2021 with stabilized growth projections in subsequent years. All four indicators show a substantial decrease in 2020, followed by a robust 2021 and a more normal 2022. As the major revenue sources are sensitive to economic variables, the City is forecasting a similar pattern for its revenue as the four economic indicators below.

National Real GDP

2017	2018	2019	2020	2021	2022
2.1%	2.80%	2.60%	-.5.60%	4.00%	2.90%

National Unemployment Percent Rate

2017	2018	2019	2020	2021	2022
4.3%	3.9%	3.7%	9.3%	7.5%	5.7%

CPI (Consumer Price Index)

2017	2018	2019	2020	2021	2022
2.1%	2.5%	1.8%	0.8%	1.7%	2.0%

Consumer Spending

2017	2018	2019	2020	2021	2022
2.6%	3.0%	2.6%	-6.3%	4.2%	3.0%

(Bloomberg Contributor Consensus Forecast)

State and Local Economy

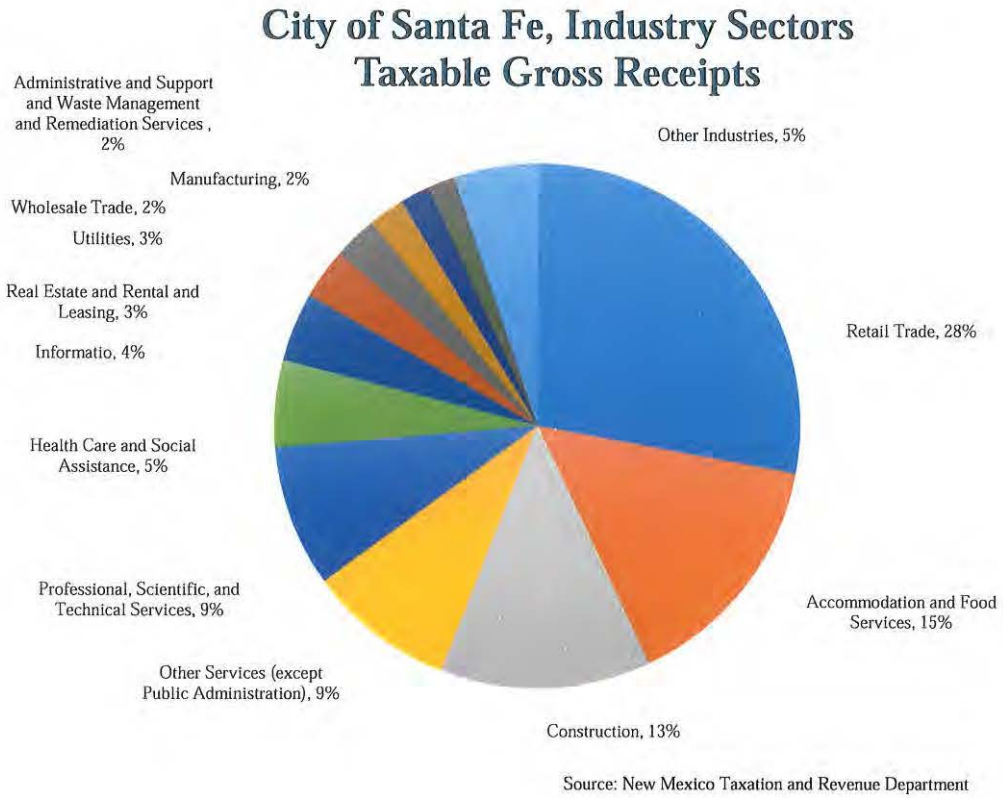
The State and Santa Fe economies were continuing a period of expansion before the Covid-19 pandemic interrupted the growth. Traditionally, staff analyzes current economic indicators and historical revenue collections to identify important trends that may impact future revenue levels. Economic metrics Finance staff monitors range from national indicators, such as gross domestic product (GDP), to local indicators like unemployment rates and department-specific indicators, like the number of airport passengers and the number of building permits issued.

Year over year growth for the first half of the fiscal year, FY20 may have been a record year for the City of Santa Fe's economy and corresponding gross receipts and lodger's tax collections if the public health emergency had not impacted economic activity. With the spread of coronavirus, public health orders prompted restrictions on economic sectors in order to control the outbreak

which resulted in a sudden and drastic change in the main economic indicators Finance staff tracks. For example, after years of growth, in April 2020, the U.S. unemployment rate drastically rose to 14.7 percent, marking the highest rate since the Bureau of Labor Statistics began tracking this data in 1948.

Moody's identified the following sectors as the most likely to show declines in employment levels during the current pandemic: mining, oil and gas; travel and transportation; as well as leisure and hospitality. Tourism and energy are two of the most important industries to the New Mexico economy. While energy is not a leading industry in Santa Fe, it does drive the State's budget which plays a major role in the City as the largest employer with approximately 10 percent of the City's workforce.

The City's revenues in FY21 and beyond will depend on the spread of the virus as well as how, when and at what capacity Santa Fe, New Mexico and the US reopens the economy. The impact of stay-at-home orders, travel restrictions, restaurant and store closures is a shock to demand as incomes are limited by loss of jobs to our residents and the loss of profit to Santa Fe businesses. Continued business closures and layoffs will cause gross receipts tax revenues in Santa Fe to decline. Finance staff will continue to monitor leading and lagging economic indicators, as staff prepares to make adjustments to revenue projections as actual revenue receipts are generated and new economic data is assessed throughout the year.



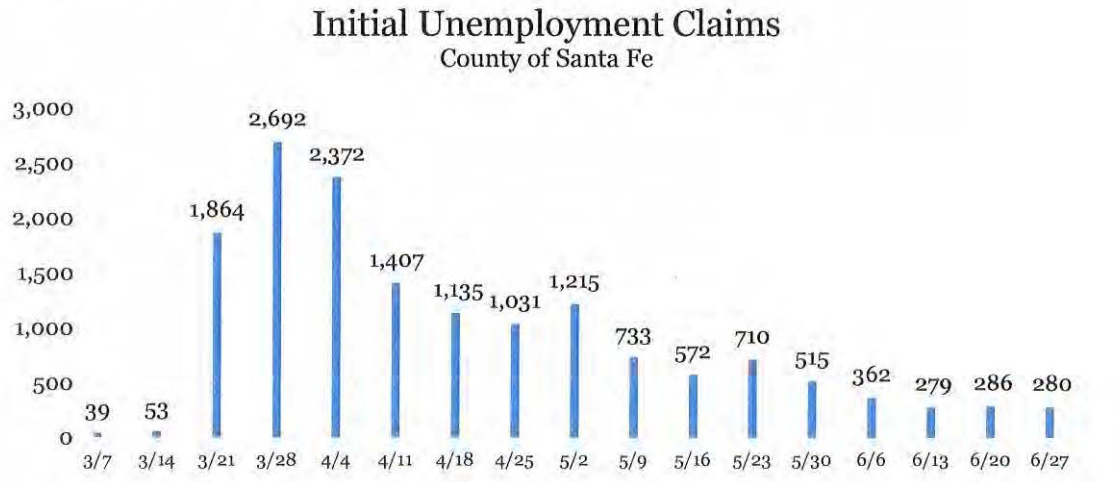
Source: New Mexico Taxation and Revenue Department

Understanding the structure of the city's tax generating sectors is crucial to the City's ability to forecast future revenues. Economic activity in the Retail Trade, Tourism, steady construction activity, along with professional services, drive the majority of the City's revenue from gross receipts taxes. Five industries, Retail Trade, Accommodation and Food Services, Construction, Other Services and Professional, Scientific and Technical Services make up 70 percent of all taxable gross receipts paid in Santa Fe. Retail Trade is the single largest contributor to total taxable gross receipts in Santa Fe at just over 27 percent, followed by Construction and Professional, Scientific and Technical. Sales tax collections are volatile as they relate to the health of the national and local economies, employment rates, income levels, and in the City of Santa Fe, the strength of the tourism and travel industry.

In the April 2020 report from the New Mexico Taxation and Revenue Department, four industries in in Santa Fe saw year over year declines of taxable gross receipts greater than 50 percent. Two industries, Construction and Professional, Scientific and Technical Services grew taxable gross receipts year over year. Over the next fiscal year, the City will be closely watching the data in New Mexico TRD's monthly reports to measure the economic activity by industry and how that translates into Gross Receipt Tax collections. The change in taxable gross receipts will be evaluated against three factors: When different sectors of the economy may re-open, how they may re-open and at what capacity they may re-open.

Labor and Workforce

Initial Unemployment Claims, published by the New Mexico Department of Workforce Solutions, is a key leading economic indicator that is received weekly where other economic data comes with lags that could be several months. Initial unemployment claims rose to over 1,800 the week ending March 21st and peaked at close to 2,700 at the end of March in Santa Fe County, which was the first indicator that suggested just how dramatic the impact on the City of Santa Fe's economy. The number of American workers filing first-time claims for jobless benefits in March and April increased to levels significantly higher than during the worst of the Great Recession. In NM, initial unemployment filings pushed unemployment in New Mexico and Santa Fe above the highest point of the 2008 recession.



Source: Department of Workforce Solutions

Even as the economic restrictions were lifted in the month of May, the NM Department of Workforce Solutions reported that the State's civilian labor force (including employed and unemployed) was 905,039 during the month of May, a decline of 46,631 people. The State's May unemployment rate declined to 9.2 percent from April 2020's 11.9 percent, but was substantially higher than the May 2019 rate of 4.9 percent. Santa Fe County's unemployment rate for May was 9.4 percent down from April's 12.5 percent but much higher than the County's May 2019 unemployment rate of 3.7 percent. Experts are estimating that the national, state, and local economy alike are expected to lose about 5-6 percent of jobs in 2020.

The State's leisure and hospitality reported a loss of 37,900 jobs, or 37.8 percent in May 2020. Employment in trade, transportation, and utilities fell by 10,300 jobs, or 7.6 percent. Within the industry, retail trade was down 8,200 jobs, or 9.2 percent; transportation, warehousing, and utilities was down 2,200 jobs, or 8.6 percent; and wholesale trade was up 100 jobs, or 0.5 percent. Education and health services was down 9,800 jobs, or 6.9 percent. Professional and business services employment was down 9,000 jobs, or 8.1 percent. Miscellaneous other services employment decreased by 5,300 jobs, or 18.3 percent. Employment in mining and construction was down 4,400 jobs, or 5.8 percent. All losses in mining and construction came from mining, which contracted by 5,600 jobs, or 21.6 percent. Construction employment was up 1,200 jobs, or 2.4 percent, over the year. Manufacturing employment was down 3,900 jobs, or 13.7 percent. Information (down 17.7 percent) and financial activities (down 5.6 percent) each reported a loss of 2,000 jobs.

Total nonfarm employment in the Santa Fe MSA was down 8,600 jobs, or 13.3 percent, in May 2020. Most losses were in the private sector, which was down 8,200 jobs, or 16.9 percent. In the private sector, leisure and hospitality reported a loss of 5,100 jobs, or 45.1 percent. Trade, transportation, and utilities was down 1,400 jobs, or 14.1 percent. Miscellaneous other services was down 900 jobs, or 24.3 percent. Education and health services was down 500 jobs, or 4.5 percent. Professional and business services was down 200 jobs, or 3.7 percent. In the public sector, a gain of 100 jobs, or 1.3 percent, in state government was offset by a loss of 500 jobs, or 6.8 percent, in local government. Employment in federal government was unchanged.

Largest Employers in Santa Fe

The labor force within Santa Fe is employed in large part by government, hospitality services, arts and entertainment, and healthcare. These sectors are in line with businesses reported by the New Mexico Taxation and Revenue Department (TRD) generating GRT within the City. The following table provides a listing of the largest employers for Santa Fe:

City of Santa Fe - Ten Largest Employers	
***Private* Business**	**Type of Business**
Christus St. Vincent Regional Medical Center	Healthcare
Santa Fe Community College	School
Santa Fe Opera	Arts and Entertainment
WalMart	Retail
Peters Corporation	Investments and Development
Albertson's/Market Street	Retail
Santa Fe Ski Company	Recreation
Presbyterian Santa Fe Medical Center	Healthcare
Eldorado Hotel and Spa	Hospitality
La Fonda Hotel	Hospitality
***Public* Business**	**Type of Business**
State of New Mexico	Government
Los Alamos National Laboratory	Government Partnership
Federal Government	Government
Santa Fe Public Schools	Public School District
City of Santa Fe	Government
Santa Fe County	Government

Source: Santa Fe Chamber of Commerce

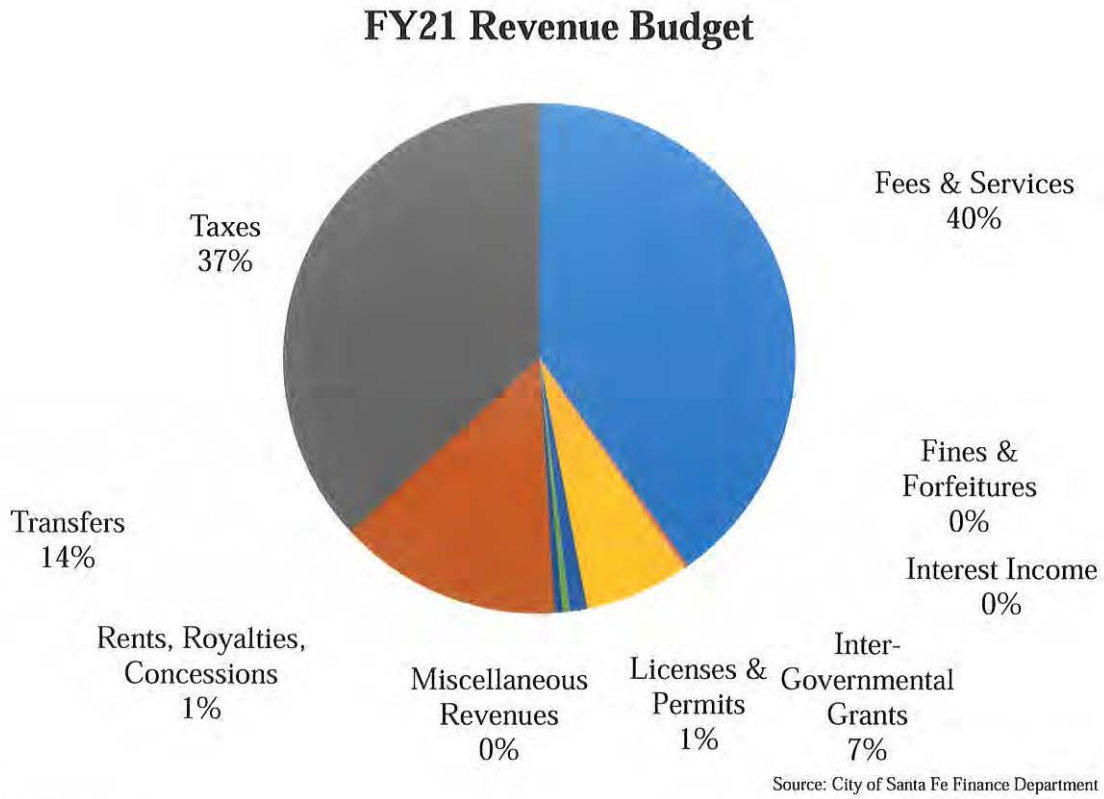
Recurring Revenues

Recurring revenue received by the City is categorized as cyclical revenue, typically received monthly, quarterly or annually from funding sources and is reasonably expected to be available on a recurring basis. This revenue is under normal circumstances predictable and historically stable. Most recurring revenue is received from the collection of taxes and fees & fines at 37 percent and 40 percent, respectively. The remainder of the revenues come from grants, rents, royalties and concessions, licenses & permits, interest income from investments and miscellaneous revenues. Containment efforts for the virus have translated in declines in City's recurring revenues primarily in the form of lower

sales tax and lodgers tax collections and fees collected for services such as parking and recreation activities.

Tax Revenue

Revenue generated from gross receipts tax, property tax, franchise fees, lodger's tax and gasoline tax comprise the largest portion of the City's revenue collections. Revenue forecasting and subsequent estimation for these sources are done by employing regression and time-series analyses as well as modeling trend and historical data. While traditionally the revenue forecast is based upon historical information, given the current economic crisis spurred by the public health crisis, the effectiveness of using historical data to forecast the economic activity and City revenues in FY21 is limited. Going forward, revenue forecasts will also have to consider three factors: When different sectors of the economy may re-open, how they may re-open and at what capacity they may re-open.



Tax Revenue

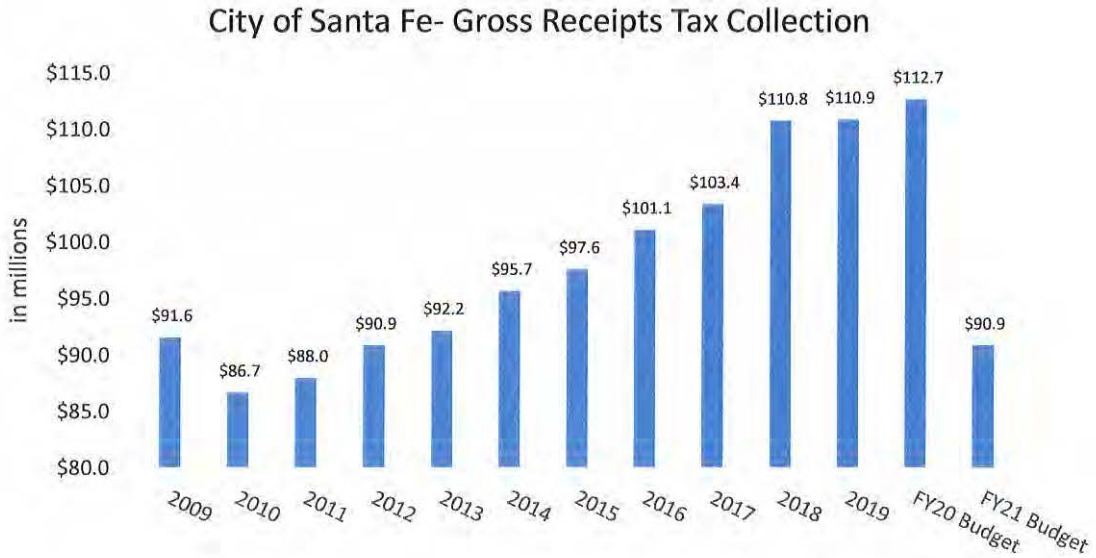
Revenue generated from gross receipts tax, property tax, franchise fees, lodger's tax and gasoline tax comprise the largest portion of collections. Revenue forecasting and subsequent estimation for these sources are done by employing regression analyses and time-series models and analyses as well as modeling trend and historical collections, as determined by specific revenue sources and availability of data. However, given the pandemic, historical data is not relevant and budget staff

changed their methodology and based the forecast on key industries data points and estimated gross receipts tax other tax revenues based on estimated economic activity. Going forward, revenue forecasts will consider three factors: When different sectors of the economy may re-open, how they may re-open and at what capacity they may re-open.

The bulk of the revenue received by the City is divided between taxes and fees & fines at 37 percent and 40 percent, respectively. The remainder of the revenues come from grants, rents, royalties and concessions, licenses & permits, interest income from investments and miscellaneous revenues.

Gross Receipts Tax

Gross receipts tax (GRT) is one of the primary sources of revenue for the City of Santa Fe, and the largest source of revenue to the General Fund. Steady and consistent growth has been observed in the historical distributions of receipts from the State of New Mexico Taxation and Revenue Department (NM TRD). As economic growth occurred nationally after the economic crash and recession in 2008/2009, disposable income and tourism recovered in the subsequent years as well. As the economy strengthened in the aftermath of the Great Recession, sales tax collections recovered. The five year average trend projection for GRT presents an increase in receipts, with an average historical growth rate of 2.7 percent for the past ten years. FY18 and FY19 GRT received were $110.8 million and $110.9, respectively. FY18 received an anomalous $3 million due to NM TRD payment processing delays, which elevated the receipts. The FY20 budget includes $112.7 million in GRT revenue, however, actual receipts are not expected to exceed budgeted levels given the economic slowdown as a result of the pandemic. After many years of strong growth, the graph below shows the severe impact of the COVID-19 pandemic on forecasted FY21 gross receipts tax revenue. The summer months are an important time for sales tax collection will further the city's sales tax declines as major summer events are canceled. As a result of the economic disruptions associated with the COVID-19 pandemic, the FY21 GRT revenue projection is $90.9 million, a decline of $21.8 million, or 19.4 percent from FY20 budgeted levels.



Source: City of Santa Fe Finance Department

Property Tax

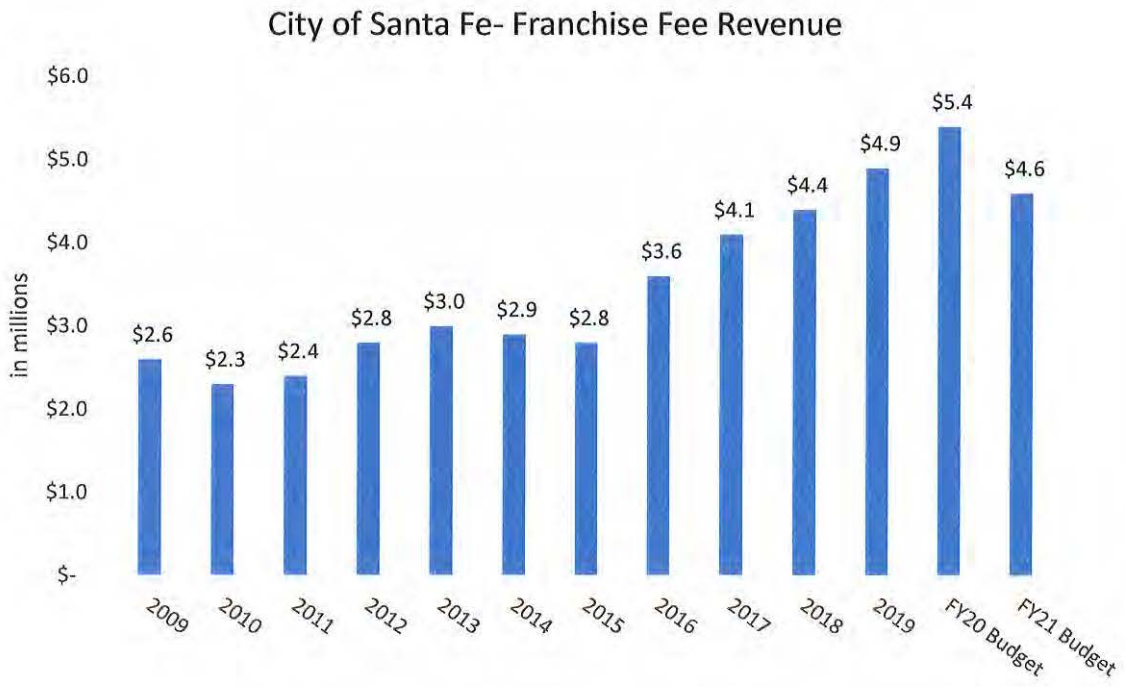
Real and Personal property are assessed annually by the County of Santa Fe Assessor to establish a value that a Property Tax is levied on. The County of Santa Fe Treasurer collects the tax and distributes the City of Santa Fe's allocation to the City, monthly as received. The City received $11.4 and $10.8 million in FY18 and FY19, respectively. The FY20 budget included $13.1 million in property taxes, and the FY21 projected budgeted includes $12.0 million in property taxes.



Source: City of Santa Fe Finance Department

Franchise Fees

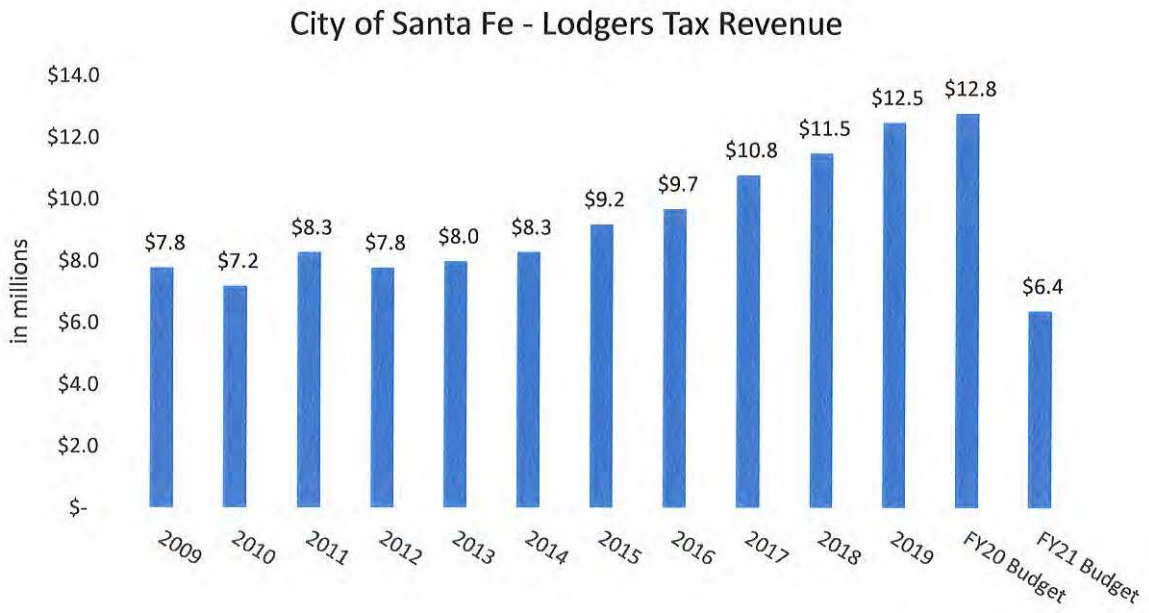
Franchise fees are collected for services provided within the City. Typically, franchise fees are collected from electric services, natural gas, water, cable, telecom and telephone service providers and based on consumer use. Franchise fees have had consistent growth since 2016, however, the City is forecasting a decline in Franchise Fees for FY21. As economic activity decreases, we expect a decrease in consumer uses of these utility services. If FY19, the City collected $4.9 million in Franchise Fees and in FY20 budgeted $5.4 million after an incremental increase in PNM's Franchise Fee rate. The FY21 Budget includes $4.6 million in Franchise Fees revenue, a decrease of $745 thousand or a decline of 14 percent.



Source: City of Santa Fe Finance Department

Lodger's Tax

Lodger's tax, revenue which is generated through short term-rentals and hotel occupancy throughout the City, saw a steady climb, averaging 6.5 percent growth each year. The increased interest of rental owners pursuing opportunities to fill vacant rental units and the rise of online rental reservation platforms supported the surge in lodging throughout the City. This movement may be observed in the increase of lodger's tax revenue in FY16 onward. Revenues received from lodger's tax in FY18 totaled $11.5 million and FY19, totaled $12.5 million. Continued marketing efforts to promote the City to national and international travelers as well as a healthy economy have buoyed the inflow of visitors to Santa Fe as a destination. The pandemic has hit the travel industry harder than any other industry. In April 2020, the Santa Fe Airport saw 502 passengers after having 21,213 passengers in April 2019 – a 98 percent reduction. With restrictions on travel and large gatherings, and cancelations of events through the remainder of 2020, like the Santa Fe Opera, International Folk Art Market, Indian Market and Spanish Market, this sector of the economy will experience a slower recovery in the short term. The impacts to the restrictions on the travel industry will result in lower occupancy rates and revenue per available rooms which will lower Lodger's Tax revenues to the City. The FY20 budget included $12.8 million and the FY21 budget includes $6.4 million, or a decrease of 50 percent, for Lodgers Tax revenues.



Source: City of Santa Fe Finance Department

Gasoline Tax

Gasoline tax is a revenue source for the City that tends to be somewhat sensitive to economic variables. Price of fuel, tourism, weather, job growth, employment levels, minimum wage hikes, home prices, and healthcare costs are some of the factors which affect gasoline consumption and the subsequent associated tax. Electric, Flex-Fuel and Hybrid vehicles are having an impact on gasoline tax revenue by reducing the volume of gasoline consumed each month. The FY20 budget included $1.6 million and the FY21 budget includes $1.1 million, or a decrease of 33 percent, for gasoline tax revenue based on decreased consumption of gasoline.



Source: City of Santa Fe Finance Department

Internet Sales Tax

During the 2019 legislative session, House Bill 6 (HB6) included the proposal to collect sales tax on goods acquired from internet sellers. The transition to destination-based sourcing will contribute to significant changes to the structure of GRT collections by the New Mexico Taxation and Revenue Department (TRD). HB6 distributes $24 million annually from the General Fund to the local governments in FY20 and FY21, until the local increments may be calculated and applied to remote sales by TRD. The City received almost $750 thousand for FY20. During the First Special Session of the New Mexico Legislature, the City successfully lobbied that the Internet Sales Tax distribution should be increased, given the expansion of internet sales during the pandemic. The legislation will double the amount the City will receive in FY21 to approximately $1.5 million.

Licenses and Permits

Licenses and permits are comprised of revenue from business licenses, building and zoning permits and other licenses and permits. FY18 revenue received for licenses and permits was $4.2 million, FY19 totaled $3.9 million; FY20 budget was $4.5 million, and the FY21 budget is $3.3 million, a decline of 25.7 percent. The majority of the decline is due to expected decreases in building permits and short term rental permits as the economic downturn begins to impact all industries in FY21.

Fees and Services

Fees and Services seek to recover the full cost of services provided by the City directly to residents. The City provides a wide array of services, which include: airport fees, ambulance fees, civic center fees, housing fees, impact fees, insurance premiums, meals fees, parking fees, land use fees, police and court fees, public transportation fees, recreation fees, water, wastewater and solid waste fees, and other miscellaneous fees. Fees and services collected in FY19 totaled $135.8 million, in large part from water, wastewater and solid waste fees, reimbursed expenses and parking fees. The FY20 Fees and Service budget was $144.7 million, FY21 budget is $125.3 million, a decrease of $19.4 million or 13.4 percent. The City's enterprise funds, such as the Public Utilities Department, will see lower commercial revenues due to business closures, offset slightly by higher residential usage. Due to work from home policies, business closures and limits in retail, arts and leisure activities the City forecasts general parking fees for both garages and meters are projected at $3.7 million for FY21, a $1.5 million, or 28 percent decrease from the FY20 budgeted levels.

Currently the Land Use Department does not charge a fee for a number of services that are provided that result in a direct economic benefit to a specific individual/entity. Other fees have not been updated in more than ten years and are significantly lower than nearby jurisdictions. The updated fee proposal included in the FY21 recommended budget would assign the cost of services to the benefiting parties, and capture lost revenue resulting from a failure to update existing fee categories on a regular basis. The resulting increase in revenue will be used to enhance available resources to improve response times, and improve the availability of services for the general public. The FY21 recommended budget includes estimated revenues of $500 thousand for the general fund revenue from the updated land use fee schedule.

The Parks and Recreation Department, the Marty Sanchez Links de Santa Fe Advisory Sub-committee and the Parks and Recreation Advisory Committee are recommending a modest fee increase at the Marty Sanchez Links, de Santa Fe. Fee increases range from a low of 6.67 percent

to a high of 14.29 percent, depending on fee type. The number of rounds played is the single largest variable in revenues, however, if the same number of rounds were played in FY21 as in FY19, revenues from green fees and cart rentals would increase $100 thousand.

Fines and Forfeitures

Fines and Forfeitures is made up of parking fines, traffic and water violations, Court and Library fines. Fines & Forfeitures are projected at $795 thousand in FY21, a $340 thousand, or 29.9 percent decrease from the FY20 budgeted levels

Rents, Royalties, Concessions

Revenue generated from airport rental fees, equipment rentals, parks and recreation department rentals and other rentals, including land and facilities rentals, are categorized under rents, royalties and concessions. The FY20 budgeted included $1.6 million and the FY21 budget includes a projection of $1.5 million for this category.

Interest Income

In general, the City's level of investment income is a function of the balance of cash in the investment account, interest rates and the duration of the portfolio. Investment income totaled over $5 million in FY19 and FY20's budget was for $2.8 million. The Federal Reserve began cutting short-term interest rates in July of 2019 and by March 2020, cut the Federal Funds rate to zero in response to the pandemic. The City is forecasting a 90 percent decline in interest income for FY21, to $202 thousand.

Miscellaneous Revenue

Revenues included in this category are grants and miscellaneous revenues from bond issuance premiums and proceeds, insurance recoveries and other various small revenues.

Transfer In

Transfer In is the movement of money between funds as a means of distributing revenue to the Fund where it is being expended.

Nonrecurring Revenue

Nonrecurring revenue received by the City is categorized as one-time revenue. Examples include the sale of land for capital expenditures or revenue not earmarked for recurring personnel, operational or maintenance costs. The FY21 budget maintains sufficient reserves to comply with the financial policy threshold of maintaining a 10% General Fund Reserve. The City will be positioned to utilize the cash reserves that have accumulated as a result of conservative revenue projection, responsible budgeting, and proactive financial management in FY19 and FY20.

Because of City's fiscal responsibility over the last few years, the City is positioned to prioritize funding the health and wellbeing of our community at a time of global economic uncertainty. In normal years, the City is diligent to ensure that estimated ongoing revenue levels match ongoing expenditure levels. Due to the magnitude and suddenness of the economic downturn and the uncertainty of revenue projections, the FY21 Recommended Budget uses a mix of ongoing and one-time revenue to balance the budget. In FY21, while some funds like the water management fund and the wastewater management fund are showing a net gain over the course of the fiscal year, other funds are showing a net loss over the course of FY21 as projected revenue is less than propose expenditure levels. Given the nature of the global public health crisis and the economic downturn, it is more important now than ever to utilize the rainy day fund to maintain vital city

services for residents. Over the last two years, Mayor Webber's administration has built up the City's rainy day funds which will enable the City to continue investing in the City's core services and prioritize funding service-delivery levels to build and support our community initiatives. As part of the FY21 Recommended Budget, the City is proposing to use $22.4 million of the "rainy day funds" or our cash reserves to limit the reduction of service levels until we have a more accurate picture of the economic impact of the pandemic. Total funding sources in the FY21 Recommended Budget across All Funds is $334.9 million which includes cash reserves. This represents a $60.5 million or 15.3 percent decline from the FY20 budgeted levels at midyear. Reserves are intentionally built up during years of revenue growth with the prospect of using the reserves to help during times of financial hardship. See below for detailed tables.

Grants

Grants secured by the City may be one-time funding or they may be recurring. The terms, timing, and nature of each grant varies widely across recipient departments. In FY19, the City received $8.0 million in grant funding. Some of the largest recipients for operating and capital grant funding in FY20 include: Transit $6.3 million, Community Services $1.7 million and Airport $9.9 million. The FY21 grant application process typically occurs throughout the fiscal year. The City has also received Cares Act funds for the Transit Division, totaling $4.9 million, and for the Airport, totaling $1.8 million for use in FY20 and FY21. The City is allocating $2 million of the Cares Act funding in FY21 for use in the Transit Division and $500 thousand of the Cares Act funding in FY21 for use in the Airport Division.

State and Federal Funding

Additionally, the City is fortunate to rely on new one-time revenue sources as a result of action taken in the Special Legislative Session held in June 2020. The City successfully lobbied for an increase to the Internet Sales Tax distribution given the expansion of internet sales during the pandemic. The City will see an additional $750 thousand as a result of the action in House Bill 6 from the Special Session that doubled the amount of the internet sales tax distribution to local governments in FY21.

Senate Bill 3 allocates funding for a Local Government Emergency Economic Relief Loan Program. The loan program may be used for general operating expenses and revenue replacement. The loan amount shall be determined by the NMFA in consultation with DFA's Local Government Division and the local government considering the local government's actual decline in GRT revenue. The legislation requires local governments to demonstrate at least a 10 percent decline in local option GRT revenue for the last quarter of FY20 and prohibits the loan from exceeding 50 percent of the actual decline in GRT. NMFA is expected to create application procedures and requirements for loan disbursements by the end of July 2020.

House Bill 1 allocated $150 million to cities and counties with a population of less than 500,000 thousand residents from the federal CARES Act for necessary expenditures responding to the public health emergency such as public safety, health and other government expenditures necessary for mitigating the effects, including secondary effects, of the public health emergency in fiscal year 2021, including reimbursing unforeseen expenditures in fiscal year 2020. The bill requires that the Department of Finance and Administration use a formula to distribute federal funds directed to local governments, that formula should use the most recent estimate of population available through the U.S. Census Bureau. The City is set to see additional funding from this allocation, the exact amount is dependent on the formula, but initial estimates is that

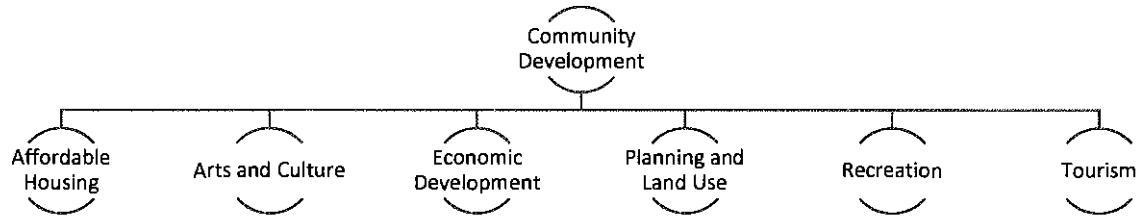
the City could receive approximately $10 million for expenditures necessary for mitigating the effects, including secondary effects, of the public health emergency in fiscal year 2021, including reimbursing unforeseen expenditures in fiscal year 2020. The City plans to use the additional funding for COVID19 emergency response efforts including the emergency homeless shelter and additional expenses related to the COVID19 emergency. The City will be bringing forward the budget adjustment for to allocate the Cares Act funding in the coming weeks.

Together with other cities, we are actively advocating for immediate federal assistance. The Health and Economic Recovery Omnibus Emergency Solutions (HEROES) Act passed the U.S. House on May 15th and is now in the Senate. Under the HEROES Act as passed by the House, the City would stand to receive additional emergency fiscal assistance funding from the federal government. According to the legislation, the City would be able to use these funds "to respond to mitigate, cover costs or replace foregone revenues not projected on January 31, 2020 stemming from the public health emergency, or its negative economic impacts, with respect to the Coronavirus Disease (COVID–19)." It is still unclear in what form or whether this measure will clear the U.S. Senate, and whether the President would sign it into law. While the relief would be welcome, its arrival is still uncertain.

VI. EXPENDITURES

COMMUNITY DEVELOPMENT DEPARTMENT

RICHARD BROWN, COMMUNITY DEVELOPMENT DIRECTOR



Department Mission

The mission of the Community Development Department is to create a Santa Fe where business, arts and culture thrive for residents and tourists. The creation of this Department will allow alignment of programs and funding, focused on economic opportunities that connect our current land use development to our longstanding need for additional affordable housing and ensuring our cultural connection to our history is a core component.

Department Description of Services

The Department is made up of the following: Affordable Housing, Arts and Culture, Economic Development, Planning and Land Use, Recreation, and Tourism.

AFFORDABLE HOUSING

ALEXANDRA LADD, AFFORDABLE HOUSING MANAGER

Mission

The Office of Affordable Housing works proactively with public, nonprofit, and private sectors to increase affordable housing opportunities for Santa Fe's low- and moderate-income residents, addressing the needs of all residents from the homeless to the homeowner.

Description of Services

Office of Affordable Housing has a long history of supporting affordable housing through regulation (inclusionary zoning), policy (1999 General Plan, Consolidated Plan, Five-Year Strategic Plan, Analysis of Fair Housing), real estate development (Tierra Contenta, donation of City-owned land), and programming (financial support for homebuyer training/counseling, home repair, down payment assistance, and rental assistance). Housing needs are addressed across a spectrum, from the homeless to the homeowner, and rely on an established network of community partners, including the public, nonprofit, and private sectors. To this end, the bulk of the proposed budget is used to support staff time to administer federal grant money from HUD (CDBG and Continuum of Care/Shelter Plus Care), general funds to sub-recipients who, in turn, provide services directly to those in need, and implementation of Chapter 26. This chapter includes the

Santa Fe Homes Program (SFHP) which requires a percentage of housing built by private developers to be set aside for income-certified, low- and moderate-income residents, the Affordable Housing Trust Fund (funded through local development revenues), and fair housing.

FY21 Recommended Budget

Affordable Housing's total FY21 Recommended Budget increased by $291,258, or 14%, from the FY20 budgeted levels. The Affordable Housing's General Fund FY21 Recommended Budget increased by $50,464, or 6%, from the FY20 budgeted levels. The budget includes the following changes from FY20 levels:

Personnel:

- 15% furlough for 4 pay periods for the Director
- 10% furlough for 4 pay periods for other employees, unless otherwise modified due to operational needs
- No pay cuts and no layoffs

Non- Personnel and Operating Costs:

- The Community Development Program in contractual services is increasing by $308,901 for rental subsidy payments and other financial services funded by CBDG grants
- Other Operating costs are decreasing by $15,964
    - Travel and Training – decreasing by $5,370

CITY OF SANTA FE

AFFORDABLE HOUSING DEPARTMENT - EXPENDITURES SUMMARY

FISCAL YEAR 2020/21 PROPOSED BUDGET

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	PROPOSED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Salaries, Wages & Benefits	151,082	298,416	282,026	279,330	(2,696)	-1.0%
Contractuals & Utilities	1,382,309	1,218,963	1,785,069	2,093,970	308,901	17.3%
Supplies	-	5	24,899	24,899	-	0.0%
Insurance	8,234	6,662	7,161	8,178	1,017	14.2%
Other Operating Costs	20,387	27,908	45,840	29,876	(15,964)	-34.8%
Transfers to Other Funds	75,000	101,315	-	-	-	N/A
TOTAL AFFORDABLE HOUSING	**1,637,011**	**1,653,269**	**2,144,995**	**2,436,253**	**291,258**	**13.6%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	PROPOSED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
General Fund	500,130	526,715	864,950	915,414	50,464	5.8%
Community Development	959,266	1,126,554	1,280,045	1,520,839	240,794	18.8%
Land Development	177,615	-	-	-	-	N/A
TOTAL AFFORDABLE HOUSING	**1,637,011**	**1,653,269**	**2,144,995**	**2,436,253**	**291,258**	**13.6%**

ARTS AND CULTURE

PAULINE KAMIYAMA, ARTS COMMISSION DIRECTOR

Mission

The Arts Commission's mission is to initiate, sponsor, or conduct, alone or in cooperation with other public or private agencies, public programs to further the development and public awareness of, and interest in, the fine and performing arts and culture properties of the City.

Description of Services

Arts and Culture is responsible for the execution of a grant program, art education, Culture Connects, the Youth Cultural Passport, Southside Summer, and public art. Additionally, it provides oversight of the City Historian and Poet Laureate and assists the City with art needs such as the College of Santa Fe Art Collection.

FY21 Recommended Budget

Arts & Culture's total FY21 Recommended Budget decreased by $1,036,210, or 53%, from the FY20 budgeted levels. The budget includes the following changes from FY20 levels:

Personnel:

- 15% furlough for 4 pay periods for the Director
- 10% furlough for 4 pay periods for other employees, unless otherwise modified due to operational needs
- No pay cuts and no layoffs

Non- Personnel and Operating Costs:

- Contracts and Utilities decreased $77,200
- Repairs & Maintenance increased $5,000
- Supplies decreased $10,400
- Other Operating costs decreased $721,433 mainly in Cultural Investment Funding
    - Travel/Training decreased $17,900

CITY OF SANTA FE
ARTS & CULTURE DEPARTMENT - EXPENDITURES SUMMARY
FISCAL YEAR 2020/21 PROPOSED BUDGET

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	PROPOSED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Salaries, Wages & Benefits	334,662	271,401	421,236	322,701	(98,535)	-23.4%
Contractuals & Utilities	165,887	203,258	289,700	212,500	(77,200)	-26.6%
Repairs & Maintenance	-	-	-	5,000	5,000	N/A
Supplies	41,631	28,958	27,450	17,050	(10,400)	-37.9%
Insurance	10,456	11,392	11,392	17,224	5,832	51.2%
Other Operating Costs	1,059,912	835,399	1,074,883	353,450	(721,433)	-67.1%
Transfers to Other Funds	108,269	80,185	139,474	-	(139,474)	-100.0%
TOTAL ARTS & CULTURE	**1,720,817**	**1,430,593**	**1,964,135**	**927,925**	**(1,036,210)**	**-52.8%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	PROPOSED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Lodgers' Tax Fund	1,531,433	1,231,353	1,789,660	813,625	(976,035)	-54.5%
Arts & Culture Grants	73,220	65,000	65,000	65,000	-	0.0%
Santa Fe Convention Center	116,164	134,239	109,475	49,300	(60,175)	-55.0%
TOTAL ARTS & CULTURE	**1,720,817**	**1,430,593**	**1,964,135**	**927,925**	**(1,036,210)**	**-52.8%**

ECONOMIC DEVELOPMENT

RICHARD BROWN, ECONOMIC DEVELOPMENT DIRECTOR

Mission

Economic Development uses talent, tools, and resources to create conditions for the economy to evolve and expand so that all residents increase wealth and well-being as the community becomes increasingly equitable, the environment is enhanced, and the best of the City's heritage and culture flourishes into the future.

Description of Services

Economic Development services and activities include place making and redevelopment management such as the Midtown Property redevelopment, technical assistance for businesses, policy making and advocacy, deploying City and State incentives such as LEDA grants, convening and marketing to build social capital and networks in order to strengthen industry clusters, and contracting to source services for workforce training, advancing entrepreneurship, increasing business growth, and mentorship, among others.

FY21 Recommended Budget

Economic Development's total FY21 Recommended Budget decreased by $686,550, or 25%, from the FY20 budgeted levels. The Economic Development's General Fund FY21 Recommended Budget decreased by $315,994, or 28%, from the FY20 budgeted levels. The budget includes the following changes from FY20 levels:

Personnel:

- 15% furlough for 4 pay periods for the Director
- 10% furlough for 4 pay periods for other employees, unless otherwise modified due to operational needs
- No pay cuts and no layoffs

Non- Personnel and Operating Costs:

- Contracts decreased $66,800
- Supplies decreased $11,058
- Insurance increased $12,560
- Other Operating decreased $16,325
    - Travel/Training decreased $24,268

CITY OF SANTA FE

ECONOMIC DEVELOPMENT DEPARTMENT - EXPENDITURES SUMMARY

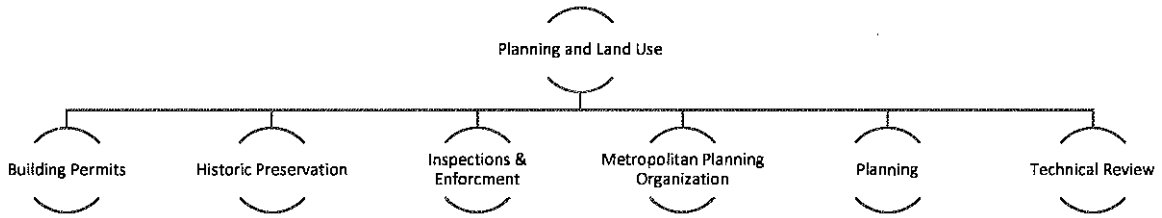
FISCAL YEAR 2020/21 PROPOSED BUDGET

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	PROPOSED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Salaries, Wages & Benefits	891,444	866,055	1,049,721	951,378	(98,343)	-9.4%
Contractuals & Utilities	1,655,030	1,224,639	986,230	919,430	(66,800)	-6.8%
Supplies	15,720	5,858	12,208	1,150	(11,058)	-90.6%
Insurance	11,860	10,346	10,346	22,906	12,560	121.4%
Other Operating Costs	111,508	108,301	148,811	132,186	(16,625)	-11.2%
Transfers to Other Funds	20,000	20,000	526,284	20,000	(506,284)	-96.2%
TOTAL ECONOMIC DEVELOPMENT	**2,705,562**	**2,235,199**	**2,733,600**	**2,047,050**	**(686,550)**	**-25.1%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	PROPOSED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
General Fund	865,622	877,387	1,143,808	827,814	(315,994)	-27.6%
Economic Development	1,839,940	1,357,812	1,589,792	1,219,236	(370,556)	-23.3%
TOTAL ECONOMIC DEVELOPMENT	**2,705,562**	**2,235,199**	**2,733,600**	**2,047,050**	**(686,550)**	**-25.1%**

PLANNING AND LAND USE

ELI ISAACSON, PLANNING AND LAND USE DIRECTOR



Mission

The Planning and Land Use Department provides expert land use guidance supporting our community's desired future state. We achieve this by serving the public with integrity and honesty, solving problems through teamwork and creativity, accepting responsibility and accountability, and promoting equity and inclusion.

Description of Services

The Department's activities involve safeguarding our community and shaping a more livable future. These goals are achieved by extensive coordination with other City Departments and outside agencies to review and approve development activities within the City of Santa Fe, assure compliance with policies and regulations adopted to protect the health and safety of our community members, and steward our precious resources. The Department is also responsible for protecting the City's rich history through the efforts of our Historic Preservation Division and for envisioning the future with forward-thinking policies and plans that come out of inclusive conversations with the community.

FY21 Recommended Budget

Planning & Land Use's total FY21 Recommended Budget decreased by $989,081, or 15%, from the FY20 budgeted levels. Planning & Land Use's General Fund FY21 Recommended Budget decreased by $1,052,222, or 17%, from the FY20 budgeted levels. The budget includes the following changes from FY20 levels:

Personnel:

- 15% furlough for 4 pay periods for the Director
- 10% furlough for 4 pay periods for other employees, unless otherwise modified due to operational needs
- No pay cuts and no layoffs

Non- Personnel and Operating Costs:

- Contracts and Utilities decreased $168,500
- Supplies decreased $19,274

- Insurance increased $104,176
- Other Operating decreased $292,910
    - Travel/Training decreased $45,200
- Capital Purchases decreased $23,073
- Transfers Out increased $20,000

BUILDING PERMITS

RICHARD TRUJILLO, BUILDING PERMIT DIVISION DIRECTOR

Description of Services

The Building Permit Division ensures code compliance for the preservation of life, safety, and the general welfare for the people of the City of Santa Fe through the performance of residential and commercial plan review and permit services. This Division is also responsible for administering the Green Building Code.

HISTORIC PRESERVATION

LISA ROACH, HISTORIC PRESERVATION MANAGER

Description of Services

The Historic Preservation Division administers the Historic and Archaeological Districts' overlay regulations and educates the public about historic preservation. In the course of administering these regulations, the Division consults with applicants, meets with interested parties, and manages the public meetings of the Historic Districts Review Board and the Archeological Review Committee.

INSPECTIONS AND ENFORCEMENT

BOBBY PADILLA, INSPECTIONS AND ENFORCEMENT DIVISION DIRECTOR

Description of Services

The Inspections and Enforcement Division safeguards the health, safety, and welfare of the citizens of Santa Fe by inspecting structures under construction to guarantee that they are built according to established minimum standards for structural, mechanical, plumbing, and electrical while ensuring these structures are safe, sound, and sanitary. This Division is also responsible for responding to complaints regarding non-permitted construction and dangerous buildings.

METROPOLITAN PLANNING ORGANIZATION

ERICK AUNE, MPO OFFICER

Description of Services

The Santa Fe Metropolitan Planning Organization (MPO) member governments include the City of Santa Fe, Santa Fe County, and Tesuque Pueblo. MPO works within the Planning and Land Use Department and works collaboratively with other City and County transportation-related departments. It has regular monthly public meetings as forums for transportation issues and recommends actions through a Technical Coordinating Committee to the MPO Transportation Policy Board. The MPO submits a four-year Transportation Improvement Plan (TIP) and quarterly amendments to the State Department of Transportation. The TIP includes federally-funded and/or regionally significant transportation projects and programs with identified funding.

PLANNING

NOAH BERKE, PLANNER MANAGER

Description of Services

The Planning Division is a merger of the Current and Long-Range Planning Divisions. It reviews development applications for compliance with the City's land development code and Planning and Land Use Department policies while providing information, guidance, and the highest possible level of customer service to applicants, neighborhoods, the City's Land Use Boards and the Governing Body. The Division is also is responsible for developing plans and policies to guide the future development of Santa Fe in a manner that addresses the needs of the community, safeguards natural resources, and promotes equity and inclusion throughout the process.

TECHNICAL REVIEW

DEE BEINGESSNER, CITY ENGINEER

Description of Services

The Technical Review Division reviews and inspects planning cases and building permits for compliance with grading and drainage, landscaping, escarpment overlay, Americans with Disabilities Act (ADA), Gunnison's prairie dog, and floodplain policies and regulations. The Division administers all of the financial guarantees required for the development of commercial projects and subdivisions. Additionally, the Division responds to citizen concerns about drainage, tree removal, and ADA compliance.

CITY OF SANTA FE

PLANNING & LAND USE DEPARTMENT - EXPENDITURES SUMMARY

FISCAL YEAR 2020/21 PROPOSED BUDGET

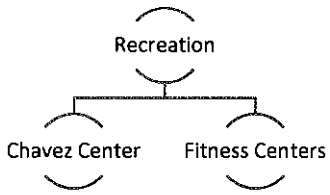
SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	PROPOSED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Land Use Administration	1,605,350	1,365,979	2,374,805	1,306,173	(1,068,632)	-45.0%
Building Permit Division	632,005	734,387	763,411	582,841	(180,570)	-23.7%
Current Planning	672,584	669,984	727,826	765,923	38,097	5.2%
Historic Preservation	373,256	281,446	478,202	669,690	191,488	40.0%
Inspections & Enforcement	1,460,888	1,429,997	1,399,283	1,531,256	131,973	9.4%
Long-Range Planning	203,746	3,478	107,541	-	(107,541)	-100.0%
Metropolitan Planning Organization	308,443	346,702	399,666	402,807	3,141	0.8%
Technical Review	392,361	345,641	448,073	451,036	2,963	0.7%
TOTAL PLANNING & LAND USE	**5,648,632**	**5,177,613**	**6,698,807**	**5,709,726**	**(989,081)**	**-14.8%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	PROPOSED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Salaries, Wages & Benefits	4,373,108	4,156,482	5,198,514	4,589,014	(609,500)	-11.7%
Contractuals & Utilities	111,029	235,516	551,000	382,500	(168,500)	-30.6%
Repairs & Maintenance	103	-	1,844	1,844	-	0.0%
Supplies	75,249	87,653	86,934	67,660	(19,274)	-22.2%
Insurance	126,452	95,768	102,960	207,136	104,176	101.2%
Other Operating Costs	882,243	602,193	734,482	441,572	(292,910)	-39.9%
Capital Purchases	64,348	-	23,073	-	(23,073)	-100.0%
Transfers to Other Funds	16,100	-	-	20,000	20,000	N/A
TOTAL PLANNING & LAND USE	**5,648,632**	**5,177,613**	**6,698,807**	**5,709,726**	**(989,081)**	**-14.8%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	PROPOSED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
General Fund	5,339,159	4,830,911	6,299,141	5,246,919	(1,052,222)	-16.7%
Transportation Grants	308,443	346,702	399,666	402,807	3,141	0.8%
Historic Preservation	1,030	-	-	60,000	60,000	N/A
TOTAL PLANNING & LAND USE	**5,648,632**	**5,177,613**	**6,698,807**	**5,709,726**	**(989,081)**	**-14.8%**

RECREATION

JOHN P. MUNOZ, RECREATION DIRECTOR



Mission

The mission of the Recreation Department is to empower team members to offer safe and exceptional experiences every day in community green and open spaces, in recreational centers, and through cultural and healthy community activities.

Description of Services

The Department provides healthy indoor and outdoor fitness, play, and event opportunities. The team maintains clean, safe indoor spaces.

FY21 Recommended Budget

Recreation Department total FY21 Recommended Budget decreased by $2,144,657, or 27%, from the FY20 budgeted levels. The Recreation Department's General Fund FY21 Recommended Budget decreased by $844,777, or 27%, from the FY20 budgeted levels. The budget includes the following changes from FY20 levels:

Personnel:

- 15% furlough for 4 pay periods for the Director
- 10% furlough for 4 pay periods for other employees, unless otherwise modified due to operation need
- No pay cuts for employees other than the Director, no layoffs
- All positions from Recreation are transferred to the Community Development Department.

Non- Personnel and Operating Costs:

- Contracts decreased $327,184
- Repairs & Maintenance decreased $78,500
- Supplies decreased $69,350
- Insurance increased $113,567
- Other Operating decreased $834,134
    - Travel/Training decreased $22,450
    - Land & Building decreased $21,284
- Transfers Out decreased $264,124

GENOVEVA CHAVEZ COMMUNITY CENTER

VACANT, GCCC COMPLEX MANAGER

Mission

The goal of the Genoveva Chavez Community Center (GCCC) is encourage Santa Fe residents to exercise healthy habits by utilizing our safe, clean, professional, and accessible facility as a positive means to increasing their quality of life. The Division strives to offer exceptional customer service by aiming to exceed customers' expectations. The GCCC is part of the City of Santa Fe's public service to encourage every constituent to utilize and enjoy diverse social and recreational methods to develop a healthy community.

Description of Services

The GCCC is a 177,000 square foot recreational facility located on Rodeo Road in Santa Fe's rapidly growing south-side. The GCCC is comprised of seven main program and facility sections. The sections are administration, facilities, gymnasium, fitness, youth, ice arena, and natatorium. Each section offers a variety of unique programs that go beyond daily workouts, such as: developmental youth leagues for volleyball and basketball; adult sports leagues for indoor soccer; racquetball, basketball, and volleyball; challenge courts for table tennis, pickle-ball, badminton, racquetball, indoor soccer, volleyball, and basketball; recreational youth camps and after school programs; hockey clinics; learn to skate and learn to play hockey lessons; adult and youth hockey leagues; private skating lessons; curling lessons and leagues; learn to swim lessons; swim team training rentals; swimming competitions; functional fitness; cardiovascular workouts; bodybuilding; and fitness classes. The GCCC generates revenue to support these activities through fees for the above-mentioned programs along with fees for drop-in use for daily customers that want to use the amenities for personal workouts, classes & special programs, group field trips, party rentals and long-term memberships.

FITNESS

LIZ ROYBAL, RECREATION COMPLEX MANAGER

Mission

The mission of the Fitness Division is to courteously and equitably administer programs and provide safe, quality facilities and services. The Division strives to foster open communication internally and externally with the public as well as private, civic and service organizations, to identify, meet and provide for the ever-changing recreational and leisure needs of the citizens and visitors of City of Santa Fe. The Division maintains and improves a customer-friendly recreation environment through professional administration and the application of sound management practices. The primary focus for the Division is to promote public well-being and an improved quality of life for all ages, abilities, and special populations for our community.

Description of Services

The Fitness Division operates three recreational facilities including Fort Marcy, Salvador Perez, and Bicentennial Pool. We develop and initiate a wide variety of Sports and Fitness Programs at various venues. The Division's employees strive to provide excellent customer service and quality programming for the community.

CITY OF SANTA FE
RECREATION DEPARTMENT - EXPENDITURES SUMMARY
FISCAL YEAR 2020/21 PROPOSED BUDGET

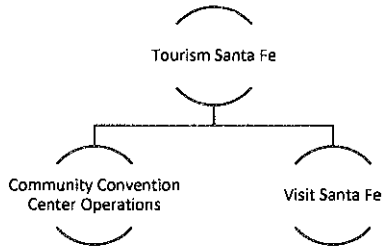
SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	PROPOSED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Recreation Administration	2,681,347	2,414,859	3,237,063	2,314,986	(922,077)	-28.5%
Genoveva Chavez Community Ctr.	4,245,437	4,302,083	4,849,902	3,627,322	(1,222,580)	-25.2%
TOTAL RECREATION	**6,926,784**	**6,716,942**	**8,086,965**	**5,942,308**	**(2,144,657)**	**-26.5%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	PROPOSED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Salaries, Wages & Benefits	3,129,308	3,701,458	4,294,423	3,609,541	(684,882)	-15.9%
Contractuals & Utilities	1,098,413	1,121,513	1,269,415	942,231	(327,184)	-25.8%
Repairs & Maintenance	119,607	300,022	201,650	123,100	(78,550)	-39.0%
Supplies	267,014	319,250	384,450	315,100	(69,350)	-18.0%
Insurance	193,374	205,329	161,499	275,066	113,567	70.3%
Other Operating Costs	919,831	972,527	1,511,404	677,270	(834,134)	-55.2%
Capital Purchases	81,882	25,141	-	-	-	N/A
Transfers to Other Funds	1,117,354	71,702	264,124	-	(264,124)	-100.0%
TOTAL RECREATION	**6,926,784**	**6,716,942**	**8,086,965**	**5,942,308**	**(2,144,657)**	**-26.5%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	PROPOSED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
General Fund	2,597,019	2,317,164	3,125,363	2,280,586	(844,777)	-27.0%
Quality of Life	13,226	17,037	20,700	17,500	(3,200)	-15.5%
Recreation Programs	26,360	24,279	27,900	16,900	(11,000)	-39.4%
Special Recreation Leagues	44,742	56,379	63,100	-	(63,100)	-100.0%
Genoveva Chavez Community Ctr	4,245,437	4,302,083	4,849,902	3,627,322	(1,222,580)	-25.2%
TOTAL RECREATION	**6,926,784**	**6,716,942**	**8,086,965**	**5,942,308**	**(2,144,657)**	**-26.5%**

TOURISM SANTA FE

RANDY RANDALL, TOURISM DIRECTOR



Mission

Tourism Santa Fe's mission is to promote economic development through tourism by positioning Santa Fe as a world-class destination that offers leisure and business travelers unique and authentic experiences in a memorable, beautiful, and culturally- and historically-significant setting.

Description of Services

The Department promotes the City through marketing, direct sales, event creation and a grant program for non-profit visual and performing arts organizations. It also markets and operates the Community Convention Center and provides support to the City for public art programing and management.

FY21 Recommended Budget

Tourism Department's total FY21 Recommended Budget decreased by $674,530, or 5%, from the FY20 budgeted levels. The budget includes the following changes from FY20 levels:

Personnel:

- 15% furlough for 4 pay periods for the Director
- No pay cuts for employees other than the Director, no layoffs
- 10% furlough for 4 pay periods for other employees, unless otherwise modified due to operation need

Non- Personnel and Operating Costs:

- Contracts and Utilities decreased $650,686
    - Utilities decreased $55,500
- Repairs & Maintenance decreased $4,436
- Supplies decreased $98,535
- Insurance increased $31,682
- Other Operating decreased $956,812
    - Travel/Training decreased $148,500
- Capital Purchases decreased $2,376,166
- Debt Service increased $178,680
- Transfers Out increased $3,273,669

COMMUNITY CONVENTION CENTER OPERATIONS

MELANIE MOORE, SFCCC OPERATIONS MANAGER

Mission

The Community Convention Center Operations Division's mission is to offer outstanding facilities and services for business meetings, public gatherings, social events and City meeting needs.

Description of Services

The Division's services include setting up and tearing down for meetings and events, facility maintenance, ongoing facility upgrade, and coordination of third-party service providers.

VISIT SANTA FE

DAVID CARR, DIRECTOR OF SALES AND JORDAN GUENTHER, MARKETING DIRECTOR

Mission

The mission of the Visit Santa Fe Division is to increase hotel and short-term rental occupancy through effectively marketing to leisure travelers and direct sales efforts to groups and business meetings. The Division also seeks to support and/or create events and programs that enhance visitation.

Description of Services

Services provided by the Division include the management of advertising, public relations, social media, direct group sales, booking of the Community Convention Center, event creation, event support, OTAB grants, visitor centers, and being a liaison to the Film Commission.

CITY OF SANTA FE
TOURISM SANTA FE - EXPENDITURES SUMMARY
FISCAL YEAR 2020/21 PROPOSED BUDGET

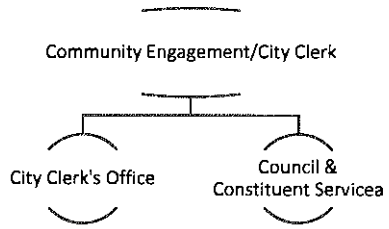
SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	PROPOSED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Santa Fe Civic Center	4,505,403	5,674,497	8,100,164	9,154,518	1,054,354	13.0%
Visitors Bureau	5,114,848	4,481,615	5,126,165	3,397,281	(1,728,884)	-33.7%
TOTAL TOURISM SANTA FE	**9,620,251**	**10,156,112**	**13,226,329**	**12,551,799**	**(674,530)**	**-5.1%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	PROPOSED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Salaries, Wages & Benefits	2,801,754	2,642,045	2,952,772	2,880,846	(71,926)	-2.4%
Contractuals & Utilities	1,230,154	1,229,303	1,463,364	812,678	(650,686)	-44.5%
Repairs & Maintenance	89,504	129,386	125,436	121,000	(4,436)	-3.5%
Supplies	155,105	198,961	236,022	137,487	(98,535)	-41.7%
Insurance	66,246	57,441	57,503	89,185	31,682	55.1%
Other Operating Costs	2,838,989	2,872,687	2,878,075	1,921,263	(956,812)	-33.2%
Capital Purchases	169,823	259,987	2,436,166	60,000	(2,376,166)	-97.5%
Debt Service	2,175,234	2,746,817	3,076,991	3,255,671	178,680	5.8%
Transfers to Other Funds	93,442	19,486	-	3,273,669	3,273,669	N/A
TOTAL TOURISM SANTA FE	**9,620,251**	**10,156,112**	**13,226,329**	**12,551,799**	**(674,530)**	**-5.1%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	PROPOSED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Lodgers' Tax Fund	5,114,848	4,481,615	5,126,165	3,397,281	(1,728,884)	-33.7%
Santa Fe Convention Center	2,297,991	2,917,686	5,023,123	5,880,849	857,726	17.1%
Enterprise Debt Service	2,207,412	2,756,811	3,077,041	3,273,669	196,628	6.4%
TOTAL TOURISM SANTA FE	**9,620,251**	**10,156,112**	**13,226,329**	**12,551,799**	**(674,530)**	**-5.1%**

COMMUNITY ENGAGEMENT/CITY CLERK

YOLANDA Y. VIGIL, CITY CLERK



Department Mission

The mission of this office is to serve as the public-facing front door that opens City government to everyone in the city. It will act as a central hub for an information and data, where the whole community can go to get answers to their questions, find updates on City programs and projects, examine records from the past, and offer input toward the City's future.

Department Description of Services

The Department is made up of the following Divisions: City Clerk's office, Constituent and Council Services.

FY21 Recommended Budget

The Community Engagement Department is created to consolidate the City Clerk's Office and Constituent Services Division of General Government. Community Engagement's total FY21 Recommended Budget decreased by $362,775, or 16%, from the FY20 budgeted levels. The budget includes the following changes from FY20 levels:

Personnel:

- 15% furlough for 4 pay periods for the Directors
- 10% furlough for 4 pay periods for other employees, unless otherwise modified due to operational needs
- No pay cuts and no layoffs

Non- Personnel and Operating Costs:

- Contracts and Utilities decreased $90,445
- Repairs & Maintenance decreased $27,259
- Supplies decreased $7,785
- Other Operating decreased $46,891
    - Travel/Training decreased $4,500

CITY CLERK'S OFFICE

YOLANDA Y. VIGIL, CITY CLERK

Mission

The Office of the City Clerk is dedicated to service excellence and professional commitment by offering quality services to the Governing Body, staff, residents and constituents. The Office strives to ensure trust and confidence in the City of Santa Fe by promoting transparency and responsiveness, by the preservation of official documents, and by providing for fair and ethical processes relating to elections. The Office ensures compliance with the City Charter and applicable laws and ordinances and aspires to incorporate the Mayor's vision for Santa Fe.

Description of Services

The Office provides information regarding services and functions of the City; enhances the integrity and transparency of City government by maintaining, preserving, and on-line posting of legislation, agendas, packets, and minutes; performs duties required by the Local Election Act; provides the Governing Body packet information and processes approved contracts and legislation; codifies ordinances and maintains the hard copy and on-line City Code; delivers internal services related to committees; processes and issues liquor licenses, special dispenser permits, and carnival and circus applications; and accepts service of process for summons, subpoenas, and tort claims.

CONSTITUENT SERVICES

KRISTINE MIHELCIC, CONSTITUENT & COUNCIL SERVICES DIRECTOR

Mission

The Mission of the Constituent and Council Services Division is to connect our residents to our government and our government to our community, continuously working to make the City inclusive, transparent, accountable and responsible to our residents. Our goal is to be instrumental in making the city the most user-friendly city in the nation.

Description of Services

The Division connects the City of Santa Fe to our residents, directly engaging Santa Fe residents to advance the City. Division staff is responsible for communicating and performing public liaison work ensuring that the issues impacting our city's proud and diverse communities have a receptive team dedicated to making their voices heard. Our team ensures resident concerns are translated into action by our departments and governing body. We engage residents, respond to comments that come into the City via email, phone, social media, and letters, and provide administrative support to our Governing Body.

CITY OF SANTA FE

COMMUNITY ENGAGEMENT DEPARTMENT - EXPENDITURES SUMMARY

FISCAL YEAR 2020/21 PROPOSED BUDGET

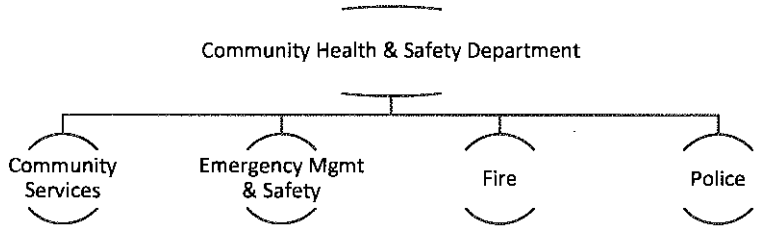
SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	PROPOSED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
City Clerk	1,754,306	1,213,673	1,431,910	973,624	(458,286)	-32.0%
Constituent Services	390,171	450,189	781,128	876,639	95,511	12.2%
TOTAL COMMUNITY ENGAGEMENT	**2,144,477**	**1,663,862**	**2,213,038**	**1,850,263**	**(362,775)**	**-16.4%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	PROPOSED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Salaries, Wages & Benefits	1,094,854	1,164,921	1,402,956	1,207,684	(195,272)	-13.9%
Contractuals & Utilities	390,932	125,289	325,200	234,755	(90,445)	-27.8%
Repairs & Maintenance	12,020	11,227	55,070	27,811	(27,259)	-49.5%
Supplies	53,275	21,715	25,060	17,275	(7,785)	-31.1%
Insurance	33,752	28,809	31,116	35,993	4,877	15.7%
Other Operating Costs	300,644	161,900	223,636	176,745	(46,891)	-21.0%
Transfers to Other Funds	259,000	150,000	150,000	150,000	-	0.0%
TOTAL COMMUNITY ENGAGEMENT	**2,144,477**	**1,663,862**	**2,213,038**	**1,850,263**	**(362,775)**	**-16.4%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	PROPOSED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
General Fund	1,811,507	1,663,862	2,213,038	1,850,263	(362,775)	-16.4%
Public Campaign Financing	332,969	-	-	-	-	N/A
TOTAL COMMUNITY ENGAGEMENT	**2,144,477**	**1,663,862**	**2,213,038**	**1,850,263**	**(362,775)**	**-16.4%**

COMMUNITY HEALTH AND SAFETY DEPARTMENT

VACANT, COMMUNITY HEALTH AND SAFETY DIRECTOR



Department Mission

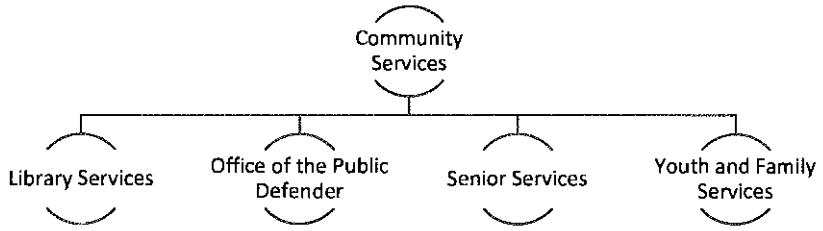
The mission of the Community Health and Safety Department is to provide a Community response to our Public Safety needs, reimagining our traditional response away from armed responses to more nimble approach that address the public health needs as well. The creation of this department will provide alignment in the way we respond to non-life-threatening calls for services, leveraging resources to focus more efforts on mental health, substance abuse and housing issues.

Department Description of Services

The Department is made up of the following: Police, Fire, Emergency Management and Safety, and Community Services.

COMMUNITY SERVICES

KYRA OCHOA, COMMUNITY SERVICES DIRECTOR



Mission

The Community Services Department holds the vision that all residents of Santa Fe have the resources they need for health, wellbeing, and a high quality of life. The Department's mission is to ensure that the most vulnerable and historically underserved people in our community are engaged in creating a healthy community and are getting the support they need to live their best lives.

While each division can stand alone in the services and programs it offers, all divisions align to adopt an underlying strategy of addressing the social determinants of the community: access to healthcare, housing, food, transportation, personal safety, education, childcare, social supports, and employment, all of which make up the foundation of health and wellbeing. The Department

enacts its strategy via direct services, impact funding of non-profit partners in the community, and recommendations for policy change put forth by committees and task forces. The team's core values are compassion, effectiveness, trust, fairness, service, and innovation.

Description of Services

The Community Services Department is comprised of three divisions: Library Services, Senior Services, and Youth and Family Services. In FY19, the Office of the Public Defender joined the Department. Administration consists of the Director, Office Manager, and Administrative Assistant. The Department provides an array of direct and indirect services and supports community engagement by staffing community boards, committees, and task forces. Division employees provide services to residents of Santa Fe and surrounding areas, including out-of-state visitors to the libraries. Additionally, through partnerships with community-based organizations, the Department indirectly serves pregnant women, young children and families, and adults of all ages with behavioral health, educational, and safety net services. Five committees, four boards, and task forces are staffed as needed, engaging over 50 appointed volunteer members in services and policies that have an impact on our population, including youth, immigrants, veterans, and seniors.

FY21 Recommended Budget

Community Services total FY21 Recommended Budget increased by $369,928, or 2%, from the FY20 budgeted levels. The Community Services General Fund FY21 Recommended Budget increased by $177,376, or 2%, from the FY20 budgeted levels. The budget includes the following changes from FY20 levels:

Personnel:

- 15% furlough for 4 pay periods for the Director
- 10% furlough for 4 pay periods for other employees, unless otherwise modified due to operational needs
- No pay cuts and no layoffs

Non- Personnel and Operating Costs:

- Contracts increased $945,232
    - Utilities decreased $6,198
- Repairs & Maintenance decreased $37,425
- Supplies increased $9,060
- Insurance decreased $46,491
- Other Operating decreased $229,224 mainly in Services to Other Depts
    - Travel/Training decreased $39,062
- Capital Purchases decreased $7,000

LIBRARY SERVICES

MARIA TUCKER, LIBRARY SERVICES DIVISION DIRECTOR

Mission

The Library Services Division provides crucial resources and social infrastructure to individuals and families from across the socio-economic spectrum. The library branches are the only freely available indoor public spaces open seven days a week to people of all ages.

Description of Services

The Santa Fe Public Library has three branches: Main, La Farge, and Southside. All locations serve active cardholders and others with reference, computer, and programming assistance. The library offers free educational programs for all ages and partners with local museums and organizations to enhance community offerings. Meeting rooms are available to the public. The reference desk handles a range of inquiries daily, via in person and by phone; it also serves as a de facto concierge for Santa Fe visitors as well as a source for referrals to social services for the homeless and others in need.

SENIOR SERVICES

EUGENE RINALDI, SENIOR SERVICES DIVISION DIRECTOR

Mission

To support adults age 60+ to maintain their health and independence.

Description of Services

The Senior Services Division is comprised of employees who provide essential services to seniors in the City and County of Santa Fe. An array of programs are supported by State funding and matched with City general funds. Services stemming from the Older American Act Title III include opportunities to congregate and home delivered meals, physical activities, Grandparents Raising Grandchildren support, Homemaker and Respite Care for homebound seniors and those with physical limitations, volunteering and work opportunities, and providing on-demand, door-to-door transportation to and from appointments. National Senior Corporations Services include the Retired Senior Volunteer Program, Senior Companion Program, Foster Grandparent Program and Senior Olympics.

The Division maintains five senior centers where meals are provided for seniors and areas to congregate for activities. The Mary Esther Gonzales (MEG) Center is the main center, and four sites are connected to senior housing complexes: Villa Consuelo, Pasatiempo, Luisa, and Ventana de Vida.

YOUTH AND FAMILY SERVICES

JULIE SANCHEZ, DIVISION DIRECTOR

Mission

The Youth and Family Services Division's mission is to improve the health, wellbeing, and quality of life for children, youth, and families throughout the City of Santa Fe.

Description of Services

The Youth and Family Services Division provides after school and summer programming for area youth. It also provides leadership, technical assistance, funding opportunities, collaborative

partnerships, and safety-net services for the health and human service needs of low-income residents of Santa Fe.

The Division offers quality after school and summer programs to youth ages 6-18 from families of all incomes levels and from all parts of the City. The Monica Roybal Youth Center and Carlos Ortega Teen Center provide after school and summer programs. Students are transported from 14 different schools around Santa Fe, including during school holidays and winter closures. Both the Monica Roybal Youth Center and the Carlos Ortega Teen Center offer healthy meals and snacks each day, tutoring assistance, recreation, arts and crafts, and a computer lab for homework for youth and their families who don't have computer access at home. The program works with community non-profit partners to offer quality educational enrichment activities from a number of community organizations. The Division collaborates with City partners such as the Santa Fe Police Department, which works with youth and staff to educate them on issues including bullying, cyber bullying and substance abuse; the Parks and Recreation Department offers access to City facilities.

Three staff of the Youth and Family Services Division operate Community Programs. They staff task forces and Mayor's initiatives, along with the Children Youth Commission (CYC), Veterans Advisory Board, the Mayor's Youth Advisory Board, the Immigration Committee, the Regional Juvenile Justice Board and the Human Services Committee.

- The CYC receives three percent (3%) of the gross receipts tax collected and administers funding to local nonprofits on a two-year funding cycle. The purpose of the fund is to support community programs that promote the healthy development of children and youth, ages birth to 21. Contracts cover Early Care and Education for Children ages 0-5 years, Supplemental Education for School-Age Children, Youth Wellness, and Reconnecting Youth.
- The Veterans Advisory Board is funded from the PIT2 State Income Tax option. The Board recognizes the service of veterans and works to meet the needs of veterans in the community. Contracts address unemployment, underemployment, aging, homelessness, and navigation in the Santa Fe community.
- The Mayor's Youth Advisory Board advises on programs and policies that support City of Santa Fe teens.
- The Immigration Committee is dedicated to addressing the human rights status of non-citizens in the City of Santa Fe.
- The Regional Juvenile Justice Board receives funding from the State's Children, Youth and Families Department and advises on alternatives to detention programs that prevent youth from entering the juvenile detention system and serve youth who have been adjudicated or are awaiting sentencing. Contracts support Intensive Community Monitoring and Educational Re-Engagement Specialists.
- The Human Services Committee receives two percent (2%) of the gross receipts tax collected and administers funding through the Human Services Fund to local nonprofits serving adults 18+ on a two-year funding cycle. Contracts focus on Adult Health, Behavioral Health, Community Safety and an Equitable Society.

CITY OF SANTA FE
COMMUNITY SERVICES DEPARTMENT - EXPENDITURES SUMMARY
FISCAL YEAR 2020/21 PROPOSED BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	PROPOSED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Community Services Administration	1,301,530	1,031,836	1,250,196	1,568,072	317,876	25.4%
Library	4,727,519	4,434,434	5,275,397	4,863,637	(411,760)	-7.8%
Senior Services	6,397,967	6,662,073	7,151,028	7,703,054	552,026	7.7%
Youth & Family	3,426,287	3,420,857	4,196,397	4,108,183	(88,214)	-2.1%
TOTAL COMMUNITY SERVICES	**15,853,303**	**15,549,199**	**17,873,018**	**18,242,946**	**369,928**	**2.1%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	PROPOSED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Salaries, Wages & Benefits	6,346,714	6,439,118	7,298,556	6,629,045	(669,511)	-9.2%
Contractuals & Utilities	3,026,687	2,908,705	3,296,869	4,242,101	945,232	28.7%
Repairs & Maintenance	52,849	38,912	73,118	35,693	(37,425)	-51.2%
Supplies	1,318,048	1,328,437	1,456,667	1,465,727	9,060	0.6%
Insurance	397,166	346,533	370,663	324,172	(46,491)	-12.5%
Other Operating Costs	948,509	950,146	1,295,242	1,065,998	(229,244)	-17.7%
Capital Purchases	226,789	121,404	613,118	606,118	(7,000)	-1.1%
Transfers to Other Funds	3,536,540	3,415,944	3,468,785	3,874,092	405,307	11.7%
TOTAL COMMUNITY SERVICES	**15,853,303**	**15,549,199**	**17,873,018**	**18,242,946**	**369,928**	**2.1%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	PROPOSED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
General Fund	8,090,860	7,792,008	8,910,360	9,087,736	177,376	2.0%
Law Enforcement	129,345	128,080	197,000	217,091	20,091	10.2%
Community Development	1,203,659	959,580	1,147,606	1,176,106	28,500	2.5%
Senior Citizen Grants/Programs	3,731,097	3,879,417	4,297,463	4,589,507	292,044	6.8%
Library	940,087	893,133	1,109,304	1,150,480	41,176	3.7%
Qnality of Life	109,327	123,066	170,210	170,210	-	0.0%
Recreation Programs	1,645,008	1,768,528	2,034,275	1,851,816	(182,459)	-9.0%
Special Recreation Leagues	3,920	5,387	6,800	-	(6,800)	-100.0%
TOTAL COMMUNITY SERVICES	**15,853,303**	**15,549,199**	**17,873,018**	**18,242,946**	**369,928**	**2.1%**

EMERGENCY MANAGEMENT & SAFETY

KYLE MASON, EMERGENCY MANAGER

Mission

The Office of Emergency Management's mission is to create an environment of readiness for the whole community through a comprehensive program of prevention, protection, mitigation, response, and disaster recovery.

Description of Services

- Planning
- Training
- Conducting Emergency Exercises
- Emergency Operations Center
- Grant Management

FY21 Recommended Budget

The Emergency Management Department is created to consolidate the Emergency Management division and Safety section from the Human Resources Department. Emergency Management Department's total FY21 Recommended Budget decreased by $428,156, or 15%, from the FY20 budgeted levels. The Emergency Management's General Fund FY21 Recommended Budget increased by $118,797, or 100%, from the FY20 budgeted levels. The budget includes the following changes from FY20 levels:

Personnel:

- 15% furlough for 4 pay periods for the Director
- 10% furlough for 4 pay periods for other employees, unless otherwise modified due to operational needs
- No pay cuts and no layoffs

Non- Personnel and Operating Costs:

- Contracts increased $8,151
- Supplies increased $15,950
- Insurance increased $12,274
- Other Operating decreased $135,832
    - Travel/Training decreased $132,532
- Capital Purchases decreased $82,265
- Transfers Out decreased $10,743

CITY OF SANTA FE

EMERGENCY MANAGEMENT DEPARTMENT - EXPENDITURES SUMMARY

FISCAL YEAR 2020/21 PROPOSED BUDGET

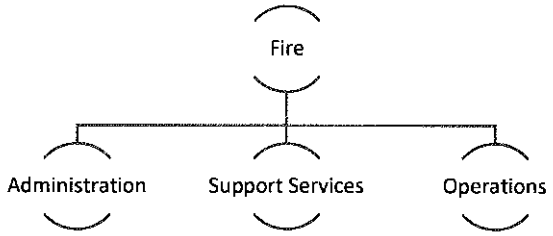
SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	PROPOSED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Emergency Management	415,166	494,037	428,794	259,382	(169,412)	-39.5%
Safety Division	1,949,282	2,437,096	2,523,804	2,265,060	(258,744)	-10.3%
TOTAL EMERGENCY MANAGEMENT	**2,364,449**	**2,931,133**	**2,952,598**	**2,524,442**	**(428,156)**	**-14.5%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	PROPOSED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Salaries, Wages & Benefits	674,773	606,712	637,739	402,048	(235,691)	-37.0%
Contractuals & Utilities	150,481	79,265	465,405	473,556	8,151	1.8%
Repairs & Maintenance	54,814	51,278	4,000	4,000	-	0.0%
Supplies	20,361	14,491	56,510	72,460	15,950	28.2%
Insurance	1,237,798	1,827,293	1,558,004	1,570,278	12,274	0.8%
Other Operating Costs	148,556	126,744	137,932	2,100	(135,832)	-98.5%
Capital Purchases	51,972	86,082	82,265	-	(82,265)	-100.0%
Transfers to Other Funds	25,693	139,268	10,743	-	(10,743)	-100.0%
TOTAL EMERGENCY MANAGEMENT	**2,364,449**	**2,931,133**	**2,952,598**	**2,524,442**	**(428,156)**	**-14.5%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	PROPOSED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
General Fund	-	-	-	118,796	118,796	N/A
Emergency Services	415,166	494,037	428,794	140,586	(288,208)	-67.2%
Risk Management	669,468	570,377	904,800	628,915	(275,885)	-30.5%
Workers' Compensation	1,279,814	1,866,719	1,619,004	1,636,145	17,141	1.1%
TOTAL EMERGENCY MANAGEMENT	**2,364,449**	**2,931,133**	**2,952,598**	**2,524,442**	**(428,156)**	**-14.5%**

FIRE DEPARTMENT

PAUL BABCOCK, FIRE CHIEF



Mission and Description of Services

The Fire Department's mission is to preserve life and property through public education and prompt, efficient emergency response. The Department is dedicated to serving the best interest of the public by taking the steps necessary to reduce human suffering as well as the preventable loss of life and property. Members commit to continued learning, personal growth, and professional development, and at all times work in a respectful, honest, and professional manner with each other, the public, and the members of all other agencies. Above all else, the Department's members prize the dignity of human life and strive to treat all people with the compassion, professionalism, and understanding they deserve.

FY21 Recommended Budget

Fire Department's total FY21 Recommended Budget decreased by $3,158,161, or 13%, from the FY20 budgeted levels. The Fire Department's General Fund FY21 Recommended Budget decreased by $1,575,560, or 8%, from the FY20 budgeted levels. The budget includes the following changes from FY20 levels:

Personnel:

- 15% furlough for 4 pay periods for the Director
- 10% furlough for 4 pay periods for other employees, unless otherwise modified due to operational needs
- No pay cuts and no layoffs

Non- Personnel and Operating Costs:

- Contracts decreased $274,799
- Repairs & Maintenance decreased $50,285
- Supplies decreased $434,377
- Insurance decreased $130,880
- Other Operating increased $138,729
    - Travel/Training decreased $79,917
- Capital Purchases decreased $544,183
    - Land & Building decreased $26,992
- Transfers Out decreased $57,697

ADMINISTRATION DIVISION

PAUL BABCOCK, FIRE CHIEF

Mission

The Administration Division is the core of the executive leadership and administrative operations supporting all members of the Department. The mission is to preserve life and property through public education and prompt, efficient emergency response. The City of Santa Fe Fire Department is dedicated to serving the best interest of the public by taking the steps necessary to reduce human suffering, as well as the preventable loss of life and property. Members commit to continued learning, personal growth, and professional development, and at all times work in a respectful, honest, and professional manner with each other, the public, and the members of all other agencies. Above all else, City of Santa Fe Fire Department members prize the dignity of human life and strive to treat all people with the compassion, professionalism, and understanding they deserve.

Description of Services

Work from this Division includes personnel, accounting, budget, procurement, contracts, and finance; data collection, management and reporting, records, ITT services; mobile computing, land mobile radio services, and logistics. Facilities, equipment, apparatus, uniforms, and personal protective equipment are also overseen by this Division.

SUPPORT SERVICES

BRIAN MOYA, ASSISTANT FIRE CHIEF

Mission and Description of Services

The Support Services Division consists of seven different components performing the following missions and services:

- The Fleet Division is responsible for the design, purchase, and maintenance of the Department's fleet which includes: 7 firefighting apparatuses, 11 ambulances, 16 specialized pieces of equipment, and 31 utility vehicles. In addition to servicing the fleet of apparatuses and vehicles, the Division is responsible for repair and maintenance to the Department's small engines, tools, pump testing unit, and air cascade and compressing stations. To ensure all of these services, Division staff maintain special skills that include Basic ASE certifications, CDL Driver's Licenses, EVTCC (Emergency Vehicle Technician Certification Commission) certification, and trained and certified fire pump mechanics.
- The Training Division relies upon and follows State statutes and guidelines as well as National standards and best practices to provide comprehensive training across all disciplines that the Department needs to perform. The focus is on high quality content distribution and skills performance rather than simply fulfilling education hours. In short, the following organizations and documents dictate or guide training hours offered: National Registry of EMTs, New Mexico EMS Bureau, New Mexico State Statute, National Fire Protection Association, New Mexico Firefighters Training Academy, Occupational Safety and Health Administration, SFFD/SFFA CBA, rules and Regulations and Standard Operating Guidelines, and the Insurance Services Office.

  In addition to internal training, the Training Division plans for and conducts the SFFD Recruit Academy for new personnel and multiple nationally-offered trainings in collaboration with the State Fire Marshal's office and the National Fire Academy. Upon

request, the Training Division helps other City Departments and schools with training and fire safety education.

- The Health and Safety Officer monitors and provides education and policies to the Department member health and well-being. This includes annual physicals for all personnel, proactive health screenings, monitoring of hazardous materials exposures, and developing policies that target a firefighter's increased risk of contracting cancer. The Safety Officer also helps evaluate and purchase all personnel protective clothing for the Department.
- The Fire Prevention Division works to reduce property loss and the number of fire-related incidents in the City of Santa Fe. This is done through a number of specific programs. Plan review is done cooperatively with the Land Use Department on all properties within certain parameters and for all developments. Inspections are done annually on business and certain high-risk use properties and business types, and according to local resolution. Code enforcement is done periodically, unannounced for certain occupancies, and as requested by complaint or for follow-up. All inspections, plan reviews, and enforcement are done to City Council-approved International Code Council standards by Fire Prevention staff, which consists of the Fire Marshal, Deputy Fire Marshal, and three Fire Inspectors. In addition, the Fire Prevention staff works to build public relations and public education with hundreds of scheduled events and visits to every school within the City.
- The Mobile Integrated Health Office (MIHO) proactively seeks out frequent users of the City's emergency 911 system and provides them with the help and resources to improve their health status and become less reliant on emergency services. This not only improves the person's individual health, but saves money and creates less of a burden on the emergency response system by decreasing non-emergency requests from that population. The CONNECT program is the flagship program for the Division's EMS operations into the 21st century. Participants in the CONNECT program are identified either internally through a high rate of 911 use or externally by health care partners for high use of health care resources. Participants are enrolled for a 90-day intervention which consists of home visits, identification of barriers to health and goals, and a participant/provider partnership aimed at connecting the participant to existing resources. Other programs are directed to deliver Naloxone to those identified as at risk for narcotic overdose, services to address falls in elderly populations, and response to relieve emergency response units when not needed. In 2019, the Law Enforcement Assisted Diversion (LEAD) program was added to our community assistance profile. LEAD will divert individuals to a community-based, harm-reduction intervention program for low-level and non-violent behavioral health cases.
- The Fire Department hosts and funds an ITT Specialist who is shared with the Santa Fe Police Department to provide IT services to both Departments.

OPERATIONS

PHILLIP MARTINEZ, ASSISTANT FIRE CHIEF

Mission

The Operations Division mission is to respond to all emergency calls with a high level of efficiency and preparedness in order to minimize the loss of life and property from the effects of fire, medical, or any other emergency, and to render assistance as required. Inherent in this mission is the desire to protect and enhance the quality of life of our citizens and community by responding quickly, performing with excellence and serving at every opportunity.

Description of Services

The Santa Fe Fire Department maintains a constant state of readiness and provides an all-hazards emergency response for the City's citizens and visitors. All-hazards response includes motor vehicle accidents, technical rescue incidents, structural and wildland fires, hazardous materials, emergency medical services, airport rescue firefighting and providing general assistance to the public. Our staff of highly-skilled and trained personnel work full-time, 24-hour shifts, and are committed to providing the highest quality and highest level of courteous and responsive services. The delivery of high-quality and efficient fire, rescue and emergency medical services is accomplished through three work shifts (A, B and C) with a minimum of 35 responders on duty at any given moment. Operations are spread across two battalions containing six operational fire stations (including one at the Santa Fe Airport) with an additional station in the works to cover the new annexation area. Each fire station is equipped with a fire engine and an ambulance at a minimum. The Department responds to approximately 17,000 calls for service per year. The Department attempts to meet National Fire Protection Association (NFPA) response standards as the Standard of Cover throughout all responses and our response on the airport property is to Federal Aviation Administration (FAA) standards.

CITY OF SANTA FE
FIRE DEPARTMENT - EXPENDITURES SUMMARY
FISCAL YEAR 2020/21 PROPOSED BUDGET

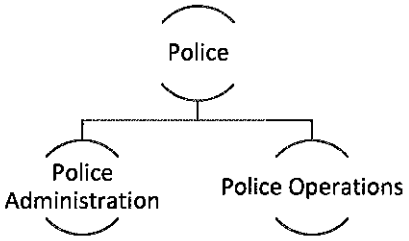
SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	PROPOSED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Fire Administration	16,724,803	13,525,067	4,720,053	2,205,060	(2,514,993)	-53.3%
Fire Operations	1,681,604	4,941,926	14,933,914	14,888,772	(45,142)	-0.3%
Support Services	2,137,663	2,562,718	5,097,893	4,499,867	(598,026)	-11.7%
TOTAL FIRE DEPARTMENT	**20,544,070**	**21,029,712**	**24,751,860**	**21,593,699**	**(3,158,161)**	**-12.8%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	PROPOSED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Salaries, Wages & Benefits	17,151,179	17,485,194	19,261,009	17,456,340	(1,804,669)	-9.4%
Contractuals & Utilities	290,085	394,145	779,810	505,011	(274,799)	-35.2%
Repairs & Maintenance	114,460	92,712	149,337	99,052	(50,285)	-33.7%
Supplies	868,198	804,330	1,038,918	604,541	(434,377)	-41.8%
Insurance	379,416	307,704	338,313	207,433	(130,880)	-38.7%
Other Operating Costs	713,131	747,925	959,431	1,098,160	138,729	14.5%
Capital Purchases	289,640	1,016,480	2,044,183	1,500,000	(544,183)	-26.6%
Transfers to Other Funds	737,960	181,222	180,859	123,162	(57,697)	-31.9%
TOTAL FIRE DEPARTMENT	**20,544,070**	**21,029,712**	**24,751,860**	**21,593,699**	**(3,158,161)**	**-12.8%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	PROPOSED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
General Fund	19,826,058	19,370,551	21,121,351	19,545,791	(1,575,560)	-7.5%
Emergency Services	629,427	1,159,218	2,603,653	2,004,504	(599,149)	-23.0%
Fire Environmental Service	88,586	499,943	1,026,856	43,404	(983,452)	-95.8%
TOTAL FIRE DEPARTMENT	**20,544,070**	**21,029,712**	**24,751,860**	**21,593,699**	**(3,158,161)**	**-12.8%**

POLICE DEPARTMENT

ANDREW PADILLA, CHIEF OF POLICE



Mission

The mission of the Police Department is to provide City of Santa Fe residents and guests with a safe environment in which to live, work, and visit through professional service and quality policing. We will endeavor to foster open communication, mutual respect, absolute trust, integrity, and justice within our community by working together to prevent, reduce, and combat crime and illegal activity.

Description of Services

The Police Department has the responsibility of preserving the peace, responding to law enforcement service requests and protecting life and property within the City limits. Police officers are available 24 hours a day, seven days a week to respond to calls for service, prevention of crimes, investigate criminal activity, apprehend suspects, investigate traffic incidents, and provide animal services. Detectives conduct special investigations ranging from property crimes to homicides. These activities are supported by professional staff; crime analysis, non-sworn positions, budget, effective records and evidence management and storage.

FY21 Recommended Budget

Police Department's total FY21 Recommended Budget decreased by $3,268,949, or 12%, from the FY20 budgeted levels. The Police Department's General Fund FY21 Recommended Budget decreased by $2,375,297, or 10%, from the FY20 budgeted levels. The budget includes the following changes from FY20 levels:

Personnel:

- 15% furlough for 4 pay periods for the Director
- 10% furlough for 4 pay periods for other employees, unless otherwise modified due to operational needs
- No pay cuts and no layoffs

Non- Personnel and Operating Costs:

- Contracts decreased $221,610
- Repairs & Maintenance decreased $15,000
- Supplies decreased $243,184
- Insurance - decreased $49,377

- Other Operating decreased $943,018
    - Travel/Training decreased $13,030
- Capital Purchases decreased $1,485,554
- Transfers Out decreased $50,304

POLICE ADMINISTRATION

BEN VALDEZ, DEPUTY CHIEF OF POLICE

Mission

The Administration Division provides logistical support for the Police Department's day-to-day operations. This means that civilian and sworn personnel assigned to the division provide logistical and administrative support through a variety of services.

Description of Services

The Division directs and oversees the Department's fiscal budget, maintains the public trust through the professional standards division, maintains and equips personnel with proper and life-saving equipment to include police vehicles; recruits, educates, and trains civilian and sworn personnel with basic and advanced training to enhance operational efficiency and effectiveness, clearly communicates with the community through a public information officer and community relations unit, maintains the integrity of evidence and records, and sustains effective programs to minimize and address DWI offenses.

POLICE OPERATIONS

PAUL JOYE, DEPUTY CHIEF OF POLICE

Mission

The mission of the Operations Division is to protect lives, property and the rights of all people and to maintain order and enforce the law impartially.

Description of Services

The Operations Division is comprised of sworn and non-sworn personnel who respond to calls for service, conduct proactive patrols, conduct criminal investigations and enforce State laws and City ordinances. The personnel are assigned to patrol, criminal investigations, support operations, and special operations who work tirelessly to protect and serve our City's residents and guests. Personnel are charged with providing a safe environment in which to live, work, and visit through professional service and quality policing.

CITY OF SANTA FE
POLICE DEPARTMENT - EXPENDITURES SUMMARY
FISCAL YEAR 2020/21 PROPOSED BUDGET

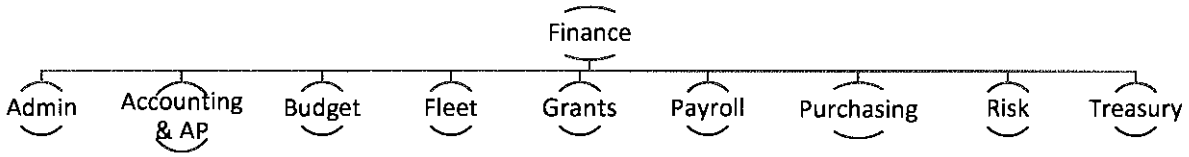
SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	PROPOSED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Police Administration	10,452,515	10,397,388	11,800,116	8,455,846	(3,344,270)	-28.3%
Police Operations	17,386,089	17,223,581	16,448,112	16,523,433	75,321	0.5%
TOTAL POLICE DEPARTMENT	**27,838,604**	**27,620,969**	**28,248,228**	**24,979,279**	**(3,268,949)**	**-11.6%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	PROPOSED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Salaries, Wages & Benefits	20,008,310	19,864,595	19,005,788	18,744,886	(260,902)	-1.4%
Contractuals & Utilities	1,455,348	1,161,567	1,429,010	1,207,400	(221,610)	-15.5%
Repairs & Maintenance	43,089	37,685	64,000	49,000	(15,000)	-23.4%
Supplies	882,712	930,831	1,169,300	926,116	(243,184)	-20.8%
Insurance	1,188,630	1,304,098	1,342,665	1,293,288	(49,377)	-3.7%
Other Operating Costs	2,641,486	2,381,983	3,297,911	2,354,893	(943,018)	-28.6%
Capital Purchases	943,725	1,674,512	1,889,250	403,696	(1,485,554)	-78.6%
Transfers to Other Funds	675,304	265,697	50,304	-	(50,304)	-100.0%
TOTAL POLICE DEPARTMENT	**27,838,604**	**27,620,969**	**28,248,228**	**24,979,279**	**(3,268,949)**	**-11.6%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	PROPOSED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
General Fund	24,087,914	24,056,361	25,051,326	22,676,029	(2,375,297)	-9.5%
Animal Services	16,268	63,727	68,000	49,940	(18,060)	-26.6%
Law Enforcement	3,734,422	3,500,881	3,128,902	2,253,310	(875,592)	-28.0%
TOTAL POLICE DEPARTMENT	**27,838,604**	**27,620,969**	**28,248,228**	**24,979,279**	**(3,268,949)**	**-11.6%**

FINANCE DEPARTMENT

MARY MCCOY, FINANCE DIRECTOR



Mission

With excellence and integrity, the Finance Department is committed to building the public trust through sound financial management and innovative and effective business decisions while protecting the City's assets and ensuring compliance with Federal, State, and local laws and regulations. The Department is committed to providing timely, accurate, clear, and concise information to the City's leadership and departments with exemplary customer service.

Finance Department employees are stewards charged with the safeguarding and oversight of the City's financial assets and resources. The Department strives to provide trust and confidence to those we serve, both internal and external customers, staff, and constituents.

Description of Services

Working with all City departments, the Finance Department implements the Mayor's strategic goals, increases organizational performance, and manages the City's overall fiscal health. The Department delivers financial services with high quality, high ethical standards, and a high level of customer service. It supports the growth and stability of the City of Santa Fe through sound fiscal stewardship and data-driven management of the City's financial resources so that City resources are responsive to the needs of the citizens of Santa Fe. The Department ensures compliance with the laws governing the City of Santa Fe.

FY21 Recommended Budget

Finance's total FY21 Recommended Budget decreased by $6,961,502, or 23%, from the FY20 budgeted levels. The Finance's General Fund FY21 Recommended Budget decreased by $1,012,156, or 19%, from the FY20 budgeted levels. The budget includes the following changes from FY20 levels:

Personnel:

- 15% furlough for 4 pay periods for the Director
- 10% furlough for 4 pay periods for other employees, unless otherwise modified due to operational needs
- No pay cuts and no layoffs

Non- Personnel and Operating Costs:

- Contracts and Utilities increased $11,500
- Repairs & Maintenance decreased $49,600
- Supplies decreased $79,715
- Insurance increased $341,635
- Other Operating decreased $823,301
    - Travel/Training decreased $94,728
- Capital Purchases decreased $23,500
    - Land & Building decreased $15,000
- Transfers Out decreased $6,365,061

ACCOUNTING & ACCOUNTS PAYABLE

DEBRA HARRIS-GARMENDIA, ACCOUNTING OFFICER

Mission

The mission of the Accounting and Accounts Payable Division is to provide timely, accurate, clear and complete financial information to stakeholders, other City Departments, and constituents while protecting the City's assets, both real and intangible, and ensuring the City is in compliance with Federal, State and local financial and fiduciary laws.

Description of Services

The Accounting Division is responsible for recording and reporting the financial transactions of the City. Division services include, but are not limited to, the following: grants accounting and oversight; recording and reporting of cash, check, and credit cards accounts; and recording and reporting of general ledger activity.

ADMINISTRATION

CAROLYNN ROIBAL, ADMINISTRATIVE MANAGER

Mission

The mission of the Administration Division of the Finance Department is to provide accurate and timely support for all aspects of Department operations.

Description of Services

The Administration Division provides the day-to-day operational support for the Finance Department. The Division liaises with all other City Departments to provide processing, direction and support functions. Various projects include the intake and recording of payment reimbursement requests, Department correspondence, meeting scheduling, personnel processing and the compilation and presentation of the Finance Committee meeting materials. It is with the stable support of this Division that the Finance Department is able to operate in an efficient and effective manner, streamlining processes for consistent performance.

BUDGET DIVISION

ALEXIS LOTERO, BUDGET OFFICER

Mission

The Budget Division services the City's strategic priorities through budget development that is aligned with the Mayor and Council's priorities. The Division, which includes the Budget functions for the Finance Department, constantly works to provide both short- and long-term financial planning documents, enabling City-wide planning in a transparent and consistent presentation.

Description of Services

The Budget Division assists City departments in developing the City Manager's Proposed Annual Operating and Capital Budget, provides information and training to departments on budget policies, and monitors and enables greater efficiency and accountability in City operations by assuring that spending needs are properly balanced against fund availability. The Division monitors day-to-day spending and reviews City purchasing activities through the exercise of budgetary controls, ensuring that budget limitations set by the governing body are duly and properly enforced. The Division also ensures that adjustments to the approved budget are processed correctly and are accompanied by the necessary authorizations and fund availability.

FLEET MANAGEMENT DIVISION

DANIEL GARCIA, FLEET MANAGER

Mission

Fleet Management provides City departments with a comprehensive and extensive array of vehicle services. Team members have extensive expertise in working on vehicles ranging from riding lawn mowers to City buses. But most importantly, Fleet Management guarantees the quality of emergency response units such as police cruisers, ambulances, and fire engines. The City of Santa Fe constituents are a primary focus in terms of minimizing vehicle investments, improving efficiency, and reducing overall transportation costs. Fleet Management ensures that all City departments have the necessary equipment to complete their work that serves the community.

Description of Services

Fleet Management and the Auto Parts function work together to manage the City's autos, trucks and heavy equipment in a safe and cost-effective manner, operating the shop seven days a week and providing remote emergency repair and maintenance services so City employees can deliver services the public expects.

GRANTS MANAGEMENT

PATRICK LUCERO, FINANCE PROJECT MANAGER

Mission

The mission of the Grants Management Division (GMD) is to administer in accordance to the Office of Management and Budget (OMB) Guidance for Grants and Agreements the "Grant Life Cycle" which entails the Pre-Award Phase (Funding Opportunities and Application Review), the Award Phase (Award Decisions and Notifications), and the Post Award Phase (Implementation, Reporting, and Closeout) for City of Santa Fe's federal and state grants. The City of Santa Fe will also adhere to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements

for Federal Awards (Code of Federal Regulations (CFR) Part-200), Program Handbooks\Guidelines, and the State of New Mexico State Auditor's Office's Audit Rule 12-6-12 NMSA as it pertains to grant management and reporting requirements.

Description of Services
The Grants Management Division (GMD) is responsible for the centralization and grants administration for the Community Development Block Grants (CDBG), the Transit Grants, the Airport Grants, the Senior Service Grants, and the CARE ACT Grant. GMD will provide the specified grants with the accounting and finance oversight/management per OMB, CFR, and the Audit Rule. GMD will develop and maintain an electronic and hardcopy file repository for each individual grants and its supporting documentation. GMD will handle all drawdown request, expenditure and revenue tracking, matching requirements, supporting documentation, required reports, Single Audit request, Federal Monitoring Visits, and grant closeouts. GMD will research new grant opportunities as it applies to the City of Santa Fe's program and project development.

PAYROLL DIVISION

VACANT, PAYROLL MANAGER

Mission
The Payroll Division is dedicated to ensuring all payroll related functions are completed accurately and timely in order to provide our employees with proper compensation of all work performed. Division staff are dedicated to providing quality customer service to all City of Santa Fe staff offering guidance and direction with respect, integrity and confidentiality. Division staff are also committed to ensuring compliance of all Federal and State payroll and tax requirements.

Description of Services
The Payroll Division closely monitors and validates the entering, collection, and calculation of time worked; updates payroll records by reviewing and approving changes in exemptions, deductions, and financial institutions; pays employees by processing paychecks or electronic transfers to bank accounts; prepares reports by compiling summaries of earnings, taxes, deductions, leave, and nontaxable wages; provides customer service by answering questions and requests; processes and reports employee retirement contributions; maintains payroll guidelines by writing and updating policies and procedures; complies with federal, state, and local legal requirements; remains well versed by studying existing and new legislation; and maintains employee confidence and protects payroll operations by keeping information confidential.

PURCHASING DIVISION

FRANCES DUNAWAY, CHIEF PROCUREMENT OFFICER

Mission
The Purchasing Division provides services adding value and improvement to the City's success. The procurement team is committed to acting in accordance with best practices and cost-effective approaches to meet and exceed internal and external customer expectations.

Description of Services
The Purchasing Division provides for the acquisition of property, construction projects, goods, services and tangible personal property within regulations adopted by the Governing Body of the City of Santa Fe and the State of New Mexico. The Division operates with the following goals: to

provide for the fair and equitable treatment of all persons involved in public procurement, to maximize the purchasing value of public funds and to provide safeguards for maintaining a procurement system of quality and integrity.

RISK MANAGEMENT DIVISION

BRADLEY FLUETSCH, CFA, PLANNING AND INVESTMENT OFFICER

Mission

The mission of Risk Management is to provide guidance on safe work practices that will protect our most valuable asset--our employees--and to provide fiscally sound loss-prevention programs that protect against any adverse impact to the City's financial stability.

Description of Services

Risk Management is responsible for minimizing the financial consequences of the City's exposure to risk. The Division manages an effective program to reduce claims, medical fees, settlements, lost work time, and premiums. The Division complies with OSHA, City, State and Federal regulations. The Division makes recommendations to departments/divisions on procedure changes, rules, and regulations to ensure a safe work environment, and conducts job safety analyses. The Division complies with Federal and State training requirements in defensive driving, pathogen awareness, and various other types of training related to workplace safety. The Division also conducts personnel, vehicle and equipment investigations and prepares reports to comply with OSHA and all safety regulations. The City of Santa Fe is committed to maintaining a drug-free workplace to promote both the quality of its services and the safety of its employees and the public.

TREASURY DIVISION

VACANT, TREASURY OFFICER

Mission

The Treasury Division's mission is to protect and safeguard the City's fiscal assets through the collection, deposit and reconciliation of City receipts and timely reporting of revenues.

Description of Services

The Division manages all incoming revenues and outgoing payments, with additional oversight of Accounts Receivable and the Central Cashier Office at City Hall, all bank account activities, and the prudent management of investment ($262M) and debt portfolios ($275M). The Division manages the City's external banking relationships while maintaining strong internal controls and functionality. The Division provides financial reporting of revenues and performs revenue forecasting and projections. The Division manages the City's debt and investment portfolios, files compliance reports as required with State and Federal agencies, and tracks and reports non-financial operational metrics.

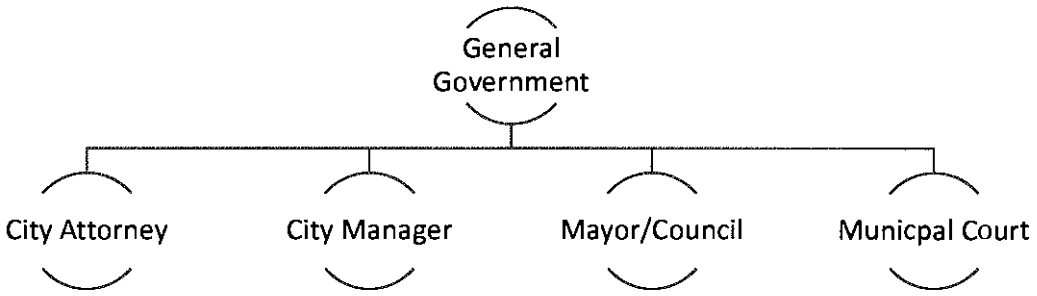
CITY OF SANTA FE
FINANCE DEPARTMENT - EXPENDITURES SUMMARY
FISCAL YEAR 2020/21 PROPOSED BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	PROPOSED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Finance Administration	1,767,999	1,423,612	1,777,208	873,129	(904,079)	-50.9%
Accounting	3,070,103	1,978,826	1,737,806	1,311,557	(426,249)	-24.5%
Budget	15,285,245	16,377,557	17,843,868	13,025,618	(4,818,250)	-27.0%
Fleet Management	1,213,309	1,302,827	1,511,792	1,358,968	(152,824)	-10.1%
Grants Management	-	-	-	609,150	609,150	N/A
Payroll	-	575	276,484	354,038	77,554	28.1%
Purchasing	358,115	265,681	431,528	424,062	(7,466)	-1.7%
Risk Management	9,446,660	5,271,135	6,085,141	4,892,271	(1,192,870)	-19.6%
Treasurer	588,112	744,826	644,882	498,414	(146,468)	-22.7%
TOTAL FINANCE DEPARTMENT	**31,729,544**	**27,365,039**	**30,308,709**	**23,347,207**	**(6,961,502)**	**-23.0%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	PROPOSED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Salaries, Wages & Benefits	7,501,142	3,735,201	3,927,970	3,954,510	26,540	0.7%
Contractuals & Utilities	818,526	722,086	907,152	918,652	11,500	1.3%
Repairs & Maintenance	104,090	259,246	304,600	255,000	(49,600)	-16.3%
Supplies	545,399	593,125	520,287	440,572	(79,715)	-15.3%
Insurance	3,635,169	3,454,339	4,101,501	4,443,136	341,635	8.3%
Other Operating Costs	674,330	606,811	1,221,115	397,814	(823,301)	-67.4%
Capital Purchases	40,368	14,772	23,500	-	(23,500)	-100.0%
Transfers to Other Funds	18,410,520	17,979,459	19,302,584	12,937,523	(6,365,061)	-33.0%
TOTAL FINANCE DEPARTMENT	**31,729,544**	**27,365,039**	**30,308,709**	**23,347,207**	**(6,961,502)**	**-23.0%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	PROPOSED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
General Fund	5,792,505	4,471,734	5,434,020	4,421,864	(1,012,156)	-18.6%
Capital Equipment Reserve	16,365	12,656	-	-	-	N/A
1/2% GRT Income Fund	15,260,705	16,306,687	17,277,756	12,674,104	(4,603,652)	-26.6%
Risk Management	9,446,660	5,271,135	6,085,141	4,892,271	(1,192,870)	-19.6%
Services to Other Depts	1,213,309	1,302,827	1,511,792	1,358,968	(152,824)	-10.1%
TOTAL FINANCE DEPARTMENT	**31,729,544**	**27,365,039**	**30,308,709**	**23,347,207**	**(6,961,502)**	**-23.0%**

GENERAL GOVERNMENT



FY21 Recommended Budget

General Government Department is comprised of Mayor/Council, City Manager/Internal Audit, City Attorney and Municipal Court. Several Divisions have been moved or elevated as part of the City reorganization.

- Mayor/Council FY21 Recommended Budget decreased by $122,328, or 12%, from the FY20 budgeted levels.
- The City Manager/Internal Audit FY21 Budget decreased by $486,072, or 60%, from FY20 budgeted levels.
- The City Attorney FY21 Budget decreased by $458,027, or 17%, from FY20 budgeted levels.
- The Municipal Court FY21 Budget decreased by $638,290, or 28%, from FY20 budgeted levels.

The budget includes the following changes from FY20 levels:

- 15% contribution for 4 pay periods for the Mayor, City Manager, City Attorney, 10% furlough for 4 pay periods for other employees, no pay cuts, no layoffs
- Municipal Court Personnel: 10% furlough for 4 pay periods for other employees, unless otherwise modified due to operational needs, no pay cuts and no layoffs

CITY MANAGER'S OFFICE

JAREL LAPAN HILL, CITY MANAGER

Mission

The City Manager is appointed by the Mayor and confirmed by the Governing Body. The City Manager is designated as the Chief Operating Officer, and as such, coordinates the implementation policy decisions of the Governing Body and the initiation of intergovernmental operations of the City. The City Manager is responsible for directing the various departments and providing guidance in the implementation of the mandates of the Governing Body.

Description of Services
The City Manager is focused on working with the Governing Body by implementing their policy decisions and working with each member regarding their concerns in each of their districts and in the City as a whole. The CM works closely with department directors to provide the best customer service to constituents and to improve services within the City. The CM also works with the departments to provide a safe and respectful work place for the employees.

CITY ATTORNEY'S OFFICE

ERIN K. MCSHERRY, CITY ATTORNEY

Mission
The Mission of the City Attorney's Office (CAO) is to advise, defend, and protect the City and enforce its laws in a timely and just manner.

Description of Services
The CAO advises and represents the City of Santa Fe, including the Mayor, Governing Body, Committees and Boards, and employees when those actors are serving the scope of their professional duties. The CAO provides advice through both attorney-client privileged and public forums and represents the City in negotiations, arbitrations, mediations, courts, and other forums. The CAO also includes the Legislative Liaison, who assists in researching and drafting legislation and oversees the flow of legislation through the City's various committees and City Council. The City's Records Custodian has been administratively assigned to the CAO and, therefore, the Office is also responsible for fulfilling the City's obligations under the New Mexico Inspection of Public Records Act.

MUNICIPAL COURT

VIRGINIA VIGIL, MUNICIPAL COURT JUDGE

Mission
The mission of the Santa Fe Municipal Court is to administer justice to the people of Santa Fe in a fair, equitable, efficient, professional, and consistent manner. The Court seeks to serve as a model court for the State. In addition, the Court makes every effort to provide effective, efficient services in the processing of traffic citations, criminal cases, code enforcement, and animal cases. The Municipal Court Judge adjudicates traffic citations, petty misdemeanors, and 1st, 2nd and 3rd DUI cases as issued by the City of Santa Fe Police Department. These violations include, but are not limited to, traffic, drinking in public, disorderly conduct, and shoplifting (under $250). Additionally, the Court adjudicates violations of the Municipal Code as cited by the various departments and divisions of the City, such as animal control and code enforcement violations.

Description of Services
The Municipal Court is comprised of several programs which include Administration, Teen Court, Drug and DUI Court, and Home Detention.

- Municipal Court plans, organizes, integrates, and coordinates functions related to the operation of the defined service users and includes personnel, Accounts Payable, Accounts Receivable and budgetary responsibilities.

- Teen Court uses positive peer pressure to ensure that young people who commit even minor offenses give back to the community and avoid further contact with the justice system.
- Drug and DUI Court is a rehabilitative approach to justice that is based on intensive drug treatment, close supervision, and a demand for offender accountability. Drug Court is designed to reduce and ultimately eliminate drug usage, reduce recidivism by working with the root cause of the problem, and save money.
- The electronic monitoring program helps lower public safety expenses and taxpayer expenses by reducing jail populations, requiring offenders to pay for services. In addition, electronic monitoring provides increased public safety by using monitoring technologies.

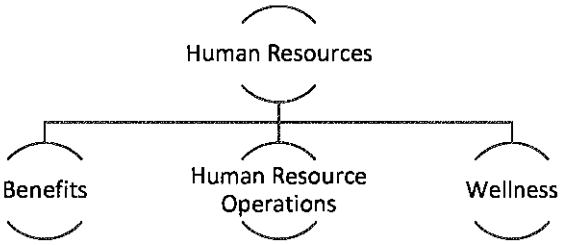
CITY OF SANTA FE
GENERAL GOVERNMENT - EXPENDITURES SUMMARY
FISCAL YEAR 2020/21 PROPOSED BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	PROPOSED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Mayor & Council	814,148	972,776	992,696	870,368	(122,328)	-12.3%
City Manager	1,173,816	1,128,731	804,804	318,732	(486,072)	-60.4%
City Attorney	1,787,063	1,673,443	2,672,377	2,214,350	(458,027)	-17.1%
Internal Audit	110,921	19,722	172,180	161,683	(10,497)	-6.1%
Municipal Court	2,318,920	1,643,006	2,290,019	1,651,729	(638,290)	-27.9%
TOTAL GENERAL GOVERNMENT	**6,204,868**	**5,437,677**	**6,932,076**	**5,216,862**	**(1,715,214)**	**-24.7%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	PROPOSED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Salaries, Wages & Benefits	4,058,245	3,904,913	4,001,931	3,661,184	(340,747)	-8.5%
Contractuals & Utilities	673,490	546,577	1,531,324	729,950	(801,374)	-52.3%
Repairs & Maintenance	3,972	7,029	11,886	9,000	(2,886)	-24.3%
Supplies	70,912	95,012	130,847	181,229	50,382	38.5%
Insurance	102,523	82,402	88,574	145,716	57,142	64.5%
Other Operating Costs	1,179,059	676,764	1,030,514	489,783	(540,731)	-52.5%
Capital Purchases	-	65,881	-	-	-	N/A
Transfers to Other Funds	116,667	59,100	137,000	-	(137,000)	-100.0%
TOTAL GENERAL GOVERNMENT	**6,204,868**	**5,437,677**	**6,932,076**	**5,216,862**	**(1,715,214)**	**-24.7%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	PROPOSED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
General Fund	5,367,006	5,174,199	6,578,924	5,176,282	(1,402,642)	-21.3%
Franchise Fee Fund	23,558	22,006	20,000	-	(20,000)	-100.0%
Law Enforcement	814,304	241,472	333,152	40,580	(292,572)	-87.8%
TOTAL GENERAL GOVERNMENT	**6,204,868**	**5,437,677**	**6,932,076**	**5,216,862**	**(1,715,214)**	**-24.7%**

HUMAN RESOURCES DEPARTMENT
BERNADETTE SALAZAR, DIRECTOR OF HUMAN RESOURCES



Mission

To provide our customers with human resources services to effectively hire, develop and retain a high-quality workforce for the City of Santa Fe.

Description of Services

The Human Resources Department provides a wide range of human resources management functions for all City Departments. Activities are classified into five functional areas to include: general administration; employee relations; employee development; total compensation; and, employee health and wellness.

FY21 Recommended Budget

Human Resources total FY21 Recommended Budget decreased by $827,764, or 3%, from the FY20 budgeted levels. The Human Resources General Fund FY21 Recommended Budget decreased by $215,283, or 6%, from the FY20 budgeted levels. The Safety section has been moved to Emergency Management as part of the City reorganization. The budget includes the following changes from FY20 levels:

Personnel:

- 15% furlough for 4 pay periods for the Director
- 10% furlough for 4 pay periods for other employees, unless otherwise modified due to operational needs
- No pay cuts and no layoffs

Non- Personnel and Operating Costs:

- Contracts decreased $90,250
- Supplies decreased $7,165
- Insurance decreased $388,693
- Other Operating decreased $227,425
    - Travel/Training decreased $174,100
- Transfers Out decreased $150,000

CITY OF SANTA FE

HUMAN RESOURCES DEPARTMENT - EXPENDITURES SUMMARY

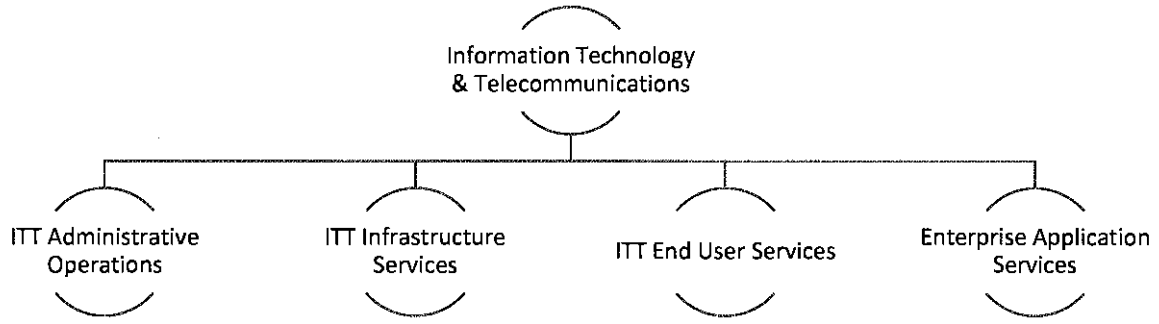
FISCAL YEAR 2020/21 PROPOSED BUDGET

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	PROPOSED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Salaries, Wages & Benefits	1,289,287	1,265,884	3,275,101	3,312,189	37,088	1.1%
Contractuals & Utilities	996,640	851,233	1,239,041	1,148,791	(90,250)	-7.3%
Repairs & Maintenance	-	27,499	1,319	-	(1,319)	-100.0%
Supplies	36,102	45,378	38,065	30,900	(7,165)	-18.8%
Insurance	20,705,536	22,017,913	22,969,367	22,580,674	(388,693)	-1.7%
Other Operating Costs	207,492	179,474	325,842	98,417	(227,425)	-69.8%
Capital Purchases	5,299	33,762	-	-	-	N/A
Transfers to Other Funds	202,962	75,000	225,000	75,000	(150,000)	-66.7%
TOTAL HUMAN RESOURCES	**23,443,317**	**24,496,143**	**28,073,735**	**27,245,971**	**(827,764)**	**-2.9%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	PROPOSED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
General Fund	1,444,277	1,343,918	3,671,121	3,455,838	(215,283)	-5.9%
Santa Fe Health/Dental	21,960,758	23,019,170	24,202,614	23,590,133	(612,481)	-2.5%
Unemployment Claims	38,282	133,056	200,000	200,000	-	0.0%
TOTAL HUMAN RESOURCES	**23,443,317**	**24,496,143**	**28,073,735**	**27,245,971**	**(827,764)**	**-2.9%**

INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS DEPARTMENT

JOSHUA ELICIO, INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS DIRECTOR



Mission

The Information Technology and Telecommunications Department (ITT) strives to be a trusted technology advisor to the City. This is achieved by implementing industry best practices in operational processes and management, becoming a more capable, collaborative, and agile department, which consistently provides excellent technology services to support the City's mission.

Description of Services

ITT offers a number of services to support operations for the City of Santa Fe, including:

- Business applications
- End-user services
- Network infrastructure
- Information security
- ITT procurement
- GIS mapping
- Radio device and services
- Unified telecommunications
- Servers/workstations/mobile devices
- Storage/archiving

FY21 Recommended Budget

ITT Department's total FY21 Recommended Budget decreased by $1,826,815, or 12%, from the FY20 budgeted levels. The budget includes the following changes from FY20 levels:

Personnel:

- 15% furlough for 4 pay periods for the Director
- 10% furlough for 4 pay periods for other employees, unless otherwise modified due to operational needs
- No pay cuts and no layoffs

Non- Personnel and Operating Costs:

- Contracts and Utilities increased $318,194
  - Utilities decreased $301,713
- Repairs & Maintenance decreased $46,112
- Supplies decreased $448,029
- Insurance increased $20,688
- Other Operating decreased $385,391
  - Travel/Training decreased $43,300
- Capital Purchases decreased $50,000
- Transfers Out decreased $1,883,729

ITT ADMINISTRATIVE OPERATIONS DIVISION

JOSHUA U. ELICIO, DIRECTOR OF INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS DEPARTMENT

Mission

The Administrative Operations Division's mission is to provide quality contracting, procurement services and accountability by performing to the highest level to achieve the City of Santa Fe's confidence.

Description of Services

- Responsible for the procurement of material, equipment, supplies, construction, and services required by the City of Santa Fe.
- Assures that purchases are acquired legally from responsible providers at the lowest possible costs in compliance with the City's Procurement Code.
- Contracting on behalf of the ITT Department.
- Budget reconciliation for purchases made for multiple City Departments and in line with allocated services guidelines.
- Internal project management services.
- Enterprise Resource Planning (ERP) program management services in support of the City's initiatives.
- Provide organizational information security services.

ITT INFRASTRUCTURE SERVICES

LARRY WORSTELL, INFRASTRUCTURE SERVICES MANAGER

Mission

The mission of the Infrastructure Services Division is to provide outstanding technology infrastructure, network services and solutions through design/build, operations and enhancements that maximize performance and support all aspects of digital operations for the City of Santa Fe. These services empower staff to provide exceptional digital services, enrich the constituent's experience, and effectively manage and protect municipal data.

Description of Services

The Division's services:

- Provide for the design, configuration, installation, support and maintenance of the City's data, voice, and wireless networks that connect over 30 facilities in the City of Santa Fe. Networks support shared computing platforms such as email, business application, and document management systems.
- Consist of supporting various components including servers, phones, data centers, switches, routers, radios, and other equipment.
- Provide for healthy network/internet connectivity, firewalls, and data security.
- Include evaluating department and division needs, assessing the feasibility of systems and, where appropriate, implementing new solutions.
- Include support of Radio and Vehicle Technology Services. Division staff provide for the on-going maintenance and support of the City's public safety land mobile radio system and computer technology (laptops, printers, sirens, lights, GPS) in City vehicles to support the mobile workforce.

ITT END USER SERVICES

EDWARD J. DURAN, PROJECT LEADER

Mission

The End User Service Division's mission is to effectively and efficiently provide access and availability to ITT-supported services to the satisfaction of all City staff by providing an informative and supportive first point of contact and to assist them in making the best use of technology in their business roles.

Description of Services

The Division's services include:

- Providing an ITT Service Desk as a first point of contact for ITT service requests and problems.
- Maintaining, troubleshooting, repairing, and upgrading desktop and laptop computers, printers, and peripheral hardware.
- Configuring, installing, maintaining, and upgrading operating systems, standard desktop applications, and approved specialty software.
- Providing limited user guidance on operating systems, standard desktop applications, network access, and e-mail usage.
- Installing, maintaining, troubleshooting, programming, and repairing desktop phones and associated headsets.
- Testing and evaluating hardware and software to determine efficiency, reliability, and compatibility with desktop systems.

ITT ENTERPRISE APPLICATION SERVICES

STEVEN SANTISTEVAN, ENTERPRISE APPLICATION MANAGER

Mission

The Enterprise Application Services Division's mission is to provide a full spectrum of innovative business and professional services for developing, maintaining, and supporting enterprise-class business applications for the City of Santa Fe.

Description of Services

The Division's services include:

- Enterprise Resource Planning program management and technical support.
- Ensuring that City-wide management applications meet business requirements and are fully operational.
- Analyzing department and division needs, assessing the feasibility systems and, where appropriate, implementing new solutions.
- Providing technical expertise to manage and maintain software applications.
- Educating City personnel in the effective use of these systems.

CITY OF SANTA FE

INFORMATION TECHNOLOGY & TELECOMMUNICATIONS - EXPENDITURES SUMMARY*

FISCAL YEAR 2020/21 PROPOSED BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	PROPOSED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
ITT Administration	3,081,978	793,534	4,338,136	2,204,327	(2,133,809)	-49.2%
End User Services	338,923	720,801	559,492	659,257	99,765	17.8%
Enterprise Application Services	2,176,658	2,255,504	3,511,048	2,919,042	(592,006)	-16.9%
Enterprise Resource Planning*	1,561,271	1,768,662	1,429,646	3,041,951	1,612,305	112.8%
Infrastructure Services	3,414,852	3,830,637	5,056,665	4,243,595	(813,070)	-16.1%
TOTAL INFO. TECH. & TELECOMM.	**10,573,683**	**9,369,138**	**14,894,987**	**13,068,172**	**(1,826,815)**	**-12.3%**

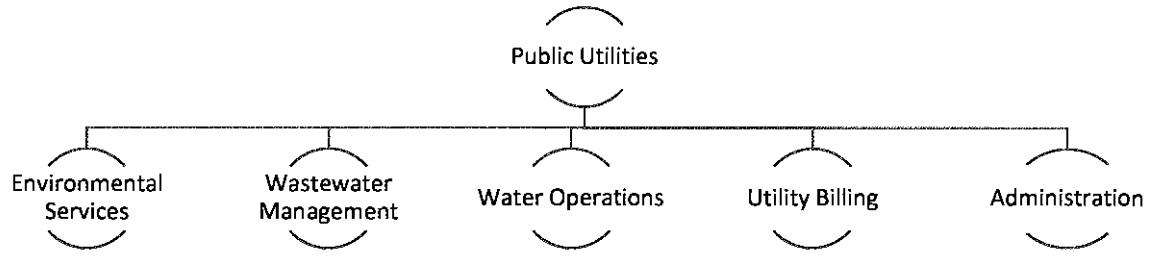
SUMMARY BY CATEGORY*	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	PROPOSED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Salaries, Wages & Benefits	3,023,524	2,939,694	3,123,725	3,771,289	647,564	20.7%
Contractuals & Utilities	2,693,773	3,258,913	3,831,059	4,149,253	318,194	8.3%
Repairs & Maintenance	382,376	314,012	222,500	176,388	(46,112)	-20.7%
Supplies	2,220,455	1,535,673	2,441,722	1,993,693	(448,029)	-18.3%
Insurance	84,663	104,090	68,423	89,111	20,688	30.2%
Other Operating Costs	1,155,599	1,128,797	1,863,558	1,478,167	(385,391)	-20.7%
Capital Purchases	79,155	76,959	213,000	163,000	(50,000)	-23.5%
Transfers to Other Funds	934,138	11,000	3,131,000	1,247,271	(1,883,729)	-60.2%
TOTAL INFO. TECH. & TELECOMM.	**10,573,683**	**9,369,138**	**14,894,987**	**13,068,172**	**(1,826,815)**	**-12.3%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	PROPOSED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
1/2% GRT Income Fund	1,335,413	77,445	3,360,513	1,476,784	(1,883,729)	-56.1%
Special Projects CIP Fund*	1,561,271	1,768,662	1,429,646	3,041,951	1,612,305	112.8%
Services to Other Depts	7,676,999	7,523,031	10,104,828	8,549,437	(1,555,391)	-15.4%
TOTAL INFO. TECH. & TELECOMM.	**10,573,683**	**9,369,138**	**14,894,987**	**13,068,172**	**(1,826,815)**	**-12.3%**

**includes ERP (CIP) Budget*

PUBLIC UTILITIES DEPARTMENT

SHANNON JONES, PUBLIC UTILITIES DIRECTOR



Mission

The mission of the Public Utilities Department is to efficiently manage water, wastewater, solid waste and billing services, consistent with Federal and State regulations and City policies. The Department provides consistent and reliable service to its customers in order to meet their needs and provide for their quality of life.

Description of Services

The Department is made up of the following: Water, Utility Billing and Customer Service, Environmental Services, and Wastewater Management Divisions.

FY21 Recommended Budget

Public Utilities Department's total FY21 Recommended Budget decreased by $13,120,906, or 18%, from the FY20 budgeted levels. The Public Utilities Department's General Fund FY21 Recommended Budget decreased by $286,886, or 100%, from the FY20 budgeted levels. Expenses were moved into the Environmental Services Administration Division. The budget includes the following changes from FY20 levels:

Personnel:

- 15% furlough for 4 pay periods for the Director
- 10% furlough for 4 pay periods for other employees, unless otherwise modified due to operational needs
- No pay cuts and no layoffs

Non- Personnel and Operating Costs:

- Contracts and Utilities decreased $2,107,669
    - Utilities decreased $1,288,734
- Repairs & Maintenance decreased $758,009
- Supplies decreased $735,666
- Insurance increased $68,695
- Other Operating decreased $2,448,933
    - Travel/Training decreased $72,864
- Capital Purchases decreased $3,968,645

- Debt Service decreased $900,447
- Transfers Out decreased $210,569

ENVIRONMENTAL SERVICES

SHIRLENE SITTON, ENVIRONMENTAL SERVICES DIVISION DIRECTOR

Mission

The Environmental Services Division (ESD) is committed to the protection of our environment, our community and our people.

Description of Services

The Environmental Services Division is the sole-source provider of municipal solid waste collection from residential and commercial sources for the City of Santa Fe. ESD collects trash and recycling from approximately 34,000 single-family homes and about 2,500 businesses, institutions, and multi-family complexes.

The Division consists of several sections:

- ESD Collection Operations includes the Residential Refuse, Residential and Commercial Recycling, and Commercial Refuse sections, as well as Container Maintenance, which includes the welding team and the cart maintenance team. Residential collections are conducted Monday through Friday, whereas commercial collections run six days a week, Monday through Saturday.
- The Fleet Maintenance section is responsible for repair and maintenance of the collection vehicles, plus the Division's light vehicles, for a total of 72 vehicles.
- The Administration section includes the management team, customer service/field support employees, and our outreach and education group, which also includes recycling marketing, compliance, Sustainability, Keep Santa Fe Beautiful (KSFB), and Graffiti. The Graffiti section is overseen by ESD but is funded by the General Fund. KSFB receives grant funding and is a partnership between the City and the 501(c)(3) organization, overseen by its Board of Directors.

WASTEWATER MANAGEMENT

MICHAEL DOZIER, WASTEWATER DIVISION DIRECTOR

Mission

The primary mission and objective of the Wastewater Management Division is to ensure that all sanitary sewage produced within the City's service area is collected, conveyed, and treated in compliance with local, State, and Federal regulations and guidelines, and to protect the public's environment, health/safety, and welfare.

Description of Services

The Wastewater Management Division's services include maintenance and repair of the City's collection system, wastewater treatment plant, solids management system, and reuse facilities. Wastewater management treats sanitary sewage produced in the City of Santa Fe's service area to protect the public's environment, health/safety, and welfare. Wastewater Management produces compost and reuse irrigation water to assist public and private industries in mitigating waste for a better tomorrow.

WATER DIVISION

JESSE ROACH, WATER DIVISION DIRECTOR

Mission

The Water Division's mission is to efficiently manage and deliver an adequate, reliable, safe and sustainable water supply to meet community and customer needs in accordance with City policy.

Description of Services

The Water Division runs and maintains the areas of Transmission and Distribution, Engineering, Water Conservation, Water Resources, Source of Supply, and the Buckman Direct Diversion Facility.

UTILITY BILLING DIVISION

NANCY JIMENEZ, UTILITY BILLING DIVISION DIRECTOR

Mission

The mission of the Utility Billing Division is to provide excellent customer service for Santa Fe residents by ensuring accurate billing services and timely collections of all past due accounts. The Division provides a one-stop shop for all utility customer needs that includes water service, environmental services and wastewater service.

Description of Services

The Utility Billing Division provides prompt and courteous customer service, accurate water meter readings, timely billing for water, refuse, sewer and storm-water services, and proactive collection services for delinquent accounts. Payments can be made via cash, check or credit card.

CITY OF SANTA FE

PUBLIC UTILITIES DEPARTMENT - EXPENDITURES SUMMARY

FISCAL YEAR 2020/21 PROPOSED BUDGET

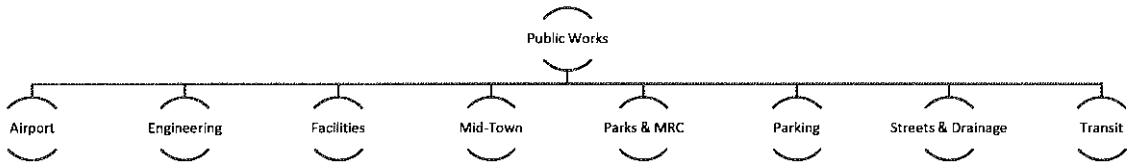
SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	PROPOSED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Public Utilities Administration	709,825	457,053	784,486	932,625	148,139	18.9%
Environmental Services	15,777,175	12,512,407	21,199,816	14,695,182	(6,504,634)	-30.7%
Utility Cnstomer Service	4,931,160	4,020,062	4,728,917	3,717,801	(1,011,116)	-21.4%
Wastewater Management	14,695,858	27,776,026	14,630,433	12,649,130	(1,981,303)	-13.5%
Water Operations	33,359,611	27,610,455	30,698,017	26,926,025	(3,771,992)	-12.3%
TOTAL PUBLIC UTILITIES	**69,473,630**	**72,376,003**	**72,041,669**	**58,920,763**	**(13,120,906)**	**-18.2%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	PROPOSED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Salaries, Wages & Benefits	11,474,965	17,006,409	19,730,044	17,670,381	(2,059,663)	-10.4%
Contractuals & Utilities	6,955,608	7,047,567	10,182,369	8,074,700	(2,107,669)	-20.7%
Repairs & Maintenance	2,259,388	2,181,777	2,830,008	2,071,999	(758,009)	-26.8%
Supplies	2,073,088	2,425,113	3,163,223	2,427,557	(735,666)	-23.3%
Insnrance	894,565	1,354,224	1,021,576	1,090,271	68,695	6.7%
Other Operating Costs	13,093,308	11,273,207	16,205,792	13,756,859	(2,448,933)	-15.1%
Capital Pnrchases	3,635,953	6,116,560	4,789,549	820,904	(3,968,645)	-82.9%
Debt Service	6,993,671	7,309,980	8,912,213	8,011,766	(900,447)	-10.1%
Transfers to Other Fnnds	22,093,084	17,661,165	5,206,895	4,996,326	(210,569)	-4.0%
TOTAL PUBLIC UTILITIES	**69,473,630**	**72,376,003**	**72,041,669**	**58,920,763**	**(13,120,906)**	**-18.2%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	PROPOSED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
General Fund	313,335	270,652	286,886	-	(286,886)	-100.0%
Community Development	21,511	37,019	84,599	67,556	(17,043)	-20.1%
Waste Water Management	14,695,858	22,035,862	14,630,433	12,649,130	(1,981,303)	-13.5%
Water Management	23,983,716	27,610,455	30,697,282	26,926,025	(3,771,257)	-12.3%
Environmental Services	15,442,329	12,204,736	20,828,331	14,627,626	(6,200,705)	-29.8%
Utilities Administration	5,640,985	4,477,115	5,513,403	4,650,426	(862,977)	-15.7%
Enterprise Acqnisition	5,629,530	-	-	-	-	N/A
Enterprise Debt Service	3,746,365	5,740,164	735	-	(735)	-100.0%
TOTAL PUBLIC UTILITIES	**69,473,630**	**72,376,003**	**72,041,669**	**58,920,763**	**(13,120,906)**	**-18.2%**

PUBLIC WORKS DEPARTMENT

JOHN ROMERO, ACTING PUBLIC WORKS DEPARTMENT DIRECTOR



Mission

The Public Works Department strives to provide high quality infrastructure for a sustainable, user-friendly, vital City.

Description of Services

The Public Works Department designs, builds, maintains and operates the City's transportation, facilities and storm water infrastructure. It is through thoughtful stewardship of this infrastructure that the City will realize many of its resiliency, economic development, and family-friendly goals. The quality of this infrastructure affects every resident's, visitor's, employee's and business person's daily experience of Santa Fe. The six Public Works divisions: Airport, Engineering, Facilities, Parking, Streets and Drainage, and Transit are supported by three hundred employees who have the expertise, responsibility and dedication to realize these goals for the City.

The Public Works Department plans and manages the City's capital improvement projects for parks, buildings, roads, trails, sidewalks, parking facilities, airport, transit and storm water. In FY20, the Department expects to manage approximately $70 million in capital projects in partnership with every department in the City. The Department is also responsible for constructing, operating and maintaining the infrastructure and partnerships for the Railyard and facilities, grounds and infrastructure at the Midtown campus.

FY21 Recommended Budget

The Public Works Department's total FY21 Recommended Budget decreased by $10,487,961, or 17%, from the FY20 budgeted levels. The Public Works General Fund FY21 Recommended Budget decreased by $1,552,668, or 8%, from the FY20 budgeted levels. For FY21, the Parks Division and the Municipal Recreation Complex were moved from the former Parks & Recreation Department to the Public Works Department. The budget includes the following changes from FY20 levels:

Personnel:

- 15% furlough for 4 pay periods for the Director
- 10% furlough for 4 pay periods for other employees, unless otherwise modified due to operational needs
- No pay cuts and no layoffs
- All positions from the MRC and Parks Divisions are transferred to the Public Works Department. This does not include one position, a Marketing & Spec Events Coordinator (#639), which was transferred from Parks to the City Clerk.
- Starting July 2020, the new parking garage revenue system (PARCs) will be in place for all city garages, which will allow for 24/7 collection of garage fees. Due to upgrades in technology, combined with expected revenue declines in the parking enterprise fund, thirteen parking positions, including a parking operations manager, a parking supervisor, parking attendant shift supervisors, and parking attendants, will be removed and the employees in those positions will be transferred to other departments in accordance with the City's rules and its contract between the City of Santa Fe and AFSCME Local 3999.

Non- Personnel and Operating Costs:

- Contracts and Utilities decreased $2,092,326
    - Utilities decreased $625,490
- Repairs & Maintenance decreased $1,439,527
- Supplies decreased $523,802
- Insurance decreased $81,566
- Other Operating decreased $516,047
    - Travel/Training decreased $91,565
- Capital Purchases decreased $4,494,522
- Land & Building decreased $1,172,058
- Debt Service increased $8,779
- Transfers Out increased $145,407

AIRPORT

MARK BACA, AIRPORT MANAGER

Mission

The Santa Fe Regional Airport is a key economic engine for Northern New Mexico. As it continues to grow in a safe and secure environment, the airport will provide all users with superior service, work toward realistic sustainability goals, represent our character and culture, and be a good neighbor as well as a great place to work.

Description of Services

The Division operates and maintain the Santa Fe Regional Airport including managing users of the property, building and maintaining infrastructure, collaborating with stakeholders and service providers to ensure high quality services to the community, compliance with FAA and Homeland Security Regulations, and pursuing and managing grant funding.

ENGINEERING

JOHN ROMERO, TRAFFIC ENGINEERING DIVISION DIRECTOR

Mission

The mission of the Engineering Division is to develop multi-modal transportation and stormwater infrastructure to support resilience, mobility and safety.

Description of Services

The Division oversees:

- Traffic engineering and operations.
- Roadway and trail planning design and construction.
- Storm water infrastructure design, construction and maintenance.
- ADA sidewalk infrastructure planning, design and construction.

FACILITIES DIVISION

MICHAEL RODRIGUEZ, FACILITIES DIVISION DIRECTOR

Mission

The mission of the Facilities Division is to deliver safe, sustainable, functional, clean and cost-effective public facilities for intended uses.

Division Description of Services

The Division oversees:

- Capital project planning and project management.
- Custodial services.
- Facilities preventive and emergency maintenance.
- Midtown property maintenance management.

MID-TOWN CAMPUS

SAM BURNETT, PROJECT MANAGER

Mission

The primary mission of the Mid-Town Campus (MTC) Division is to manage the facilities and property while the City determines the redevelopment of the site.

Description of Services

The Division manages the security, maintenance and use of the land, buildings and infrastructure of the Campus. In addition, the Division works with other departments to develop a process to determine how to manage the disposal of the MTC's assets.

PARKS AND MUNICIPAL RECREATION COMPLEX (MRC)

JENNIFER ROMERO, MRC MANAGER

Mission

The mission of Marty Sanchez Links de Santa Fe/MRC is to:

- Provide expert service and entertainment to our golf patrons and sports league users.

- Create a wholesome atmosphere for the enjoyment of the game of golf and our sports turf recreational users.
- Be a financially-sound business.
- Make our citizens and visitors feel welcomed in our facility.
- Provide a pleasant work environment for our employees.

Our commitment to these simple goals will ensure the growth of the golf course as well as our employees. Marty Sanchez Links de Santa Fe (MSL) is committed to being the golf course of CHOICE for the citizens and visitors of Santa Fe.

Description of Services

The Municipal Recreation Complex is an outdoor recreational facility that encompasses a 1,200-acre property, a 27-hole golf course facility, and the MRC Sports Complex which offers a variety of sports playing fields including "Soccer Valley," four adult regulation-size soccer fields, four softball fields, two rugby fields and two hardball fields.

PARKS, TRAILS AND WATERSHED DIVISION

RICHARD THOMPSON, DIVISION DIRECTOR

Mission

The Parks, Trails and Watershed Division's mission remains to build, operate and maintain safe, secure and enjoyable parklands for residents and visitors of Santa Fe.

Description of Services

The Division operates and maintains recreational venues throughout the City of Santa Fe. From sports turf facilities and ball courts to community gardens and special events, the Division incorporates numerous technologies across a multitude of scientific disciplines to cultivate native and introduced grasses, trees, shrubs and flowering plants. The team is comprised of two Superintendents and six Supervisors, six Equipment Operators, eight Senior Maintenance Workers, twenty-one Maintenance Workers and five specialists, all of whom work diligently to perform a variety of tasks on daily basis. Classified specialist positions within the Division provide technical leadership in various areas including electrical, horticulture and integrated pest management. The Division Director is supported by the Administrative Assistant and Project Specialist positions.

PARKING

NOEL CORREIA, PARKING DIVISION DIRECTOR

Mission

The Parking Division is committed to providing efficient and adequate supply of parking spaces throughout the City to serve the needs of our community and visitors; while, at the same time, ensuring the success of the municipal parking system.

Description of Services

The Division oversees:

- Parking facility operations and maintenance.
- Parking enforcement.
- Parking revenue assurance.

- Administration, including fine adjudication.
- Parking agreements and special arrangements with local businesses and nonprofits.

STREETS AND DRAINAGE

THOMAS MARTINEZ, ACTING STREETS AND DRAINAGE DIVISION DIRECTOR

Mission

The Streets and Drainage Division's mission is to ensure safe mobility for the citizens of Santa Fe through maintenance and rehabilitation of public streets, sidewalks, trails and drainage ways.

Description of Services

Maintenance of the streets, sidewalk, trails and drainage infrastructure of the City of Santa Fe. The tasks include snow removal, concrete construction, grading, sweeping, pavement maintenance, engineering/inspection, drainage maintenance, and administration.

TRANSIT

THOMAS MARTINEZ, DIRECTOR OF OPERATIONS AND MAINTENANCE

Mission

The Transit Division's mission is to provide transit service in Santa Fe to get area residents and visitors wherever life takes them using low carbon, multi-modal transportation options.

Description of Services

The Division oversees and manages the day-to-day operations of three distinct transit programs including the Santa Fe Trails fixed-route bus system, the Santa Fe Pick-Up system which is a fare-free circulator service to the Downtown, Canyon Road, and Museum Hill, and the Santa Fe Ride Complimentary ADA Paratransit system which serves the elderly and disabled population with curb-to-curb service. The Transit Division also provides special bus service for the Folk Art Market, Spanish Market, Indian Market, Zozobra and the Canyon Road Faralito Walk.

CITY OF SANTA FE
PUBLIC WORKS DEPARTMENT - EXPENDITURES SUMMARY
FISCAL YEAR 2020/21 PROPOSED BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	PROPOSED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Public Works Administration	2,282,217	2,014,361	2,535,856	3,021,749	485,893	19.2%
Airport Division	2,846,582	2,994,894	3,633,298	3,777,148	143,850	4.0%
Engineering Division	5,065,854	5,309,323	6,400,418	4,788,633	(1,611,785)	-25.2%
Facilities Maintenance	4,785,251	4,403,016	5,526,593	4,523,209	(1,003,384)	-18.2%
Midtown Campus	2,222,114	3,938,543	4,589,164	3,860,058	(729,106)	-15.9%
Municipal Recreation Complex	3,507,235	3,254,084	3,421,598	2,577,798	(843,800)	-24.7%
Parking Division	5,726,756	6,191,838	9,252,673	5,498,294	(3,754,379)	-40.6%
Parks Division	7,124,657	6,208,292	7,399,636	6,633,646	(765,990)	-10.4%
Streets & Drainage Maintenance	5,248,856	5,328,520	7,036,070	4,912,512	(2,123,558)	-30.2%
Transit	8,876,291	10,448,956	11,085,481	10,799,779	(285,702)	-2.6%
TOTAL PUBLIC WORKS	**47,685,812**	**50,091,828**	**60,880,787**	**50,392,826**	**(10,487,961)**	**-17.2%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	PROPOSED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Salaries, Wages & Benefits	19,601,514	21,652,349	23,065,289	21,570,932	(1,494,357)	-6.5%
Contractnals & Utilities	6,341,325	6,466,685	8,466,194	6,373,868	(2,092,326)	-24.7%
Repairs & Maintenance	1,126,680	1,421,546	3,797,407	2,357,880	(1,439,527)	-37.9%
Supplies	1,838,363	1,965,460	2,352,120	1,828,318	(523,802)	-22.3%
Insurance	1,220,133	1,555,008	1,611,240	1,529,674	(81,566)	-5.1%
Other Operating Costs	4,366,406	4,200,002	5,432,387	4,916,340	(516,047)	-9.5%
Capital Purchases	1,462,972	1,634,357	4,916,722	422,200	(4,494,522)	-91.4%
Debt Service	6,184,161	6,061,251	5,878,253	5,887,032	8,779	0.1%
Transfers to Other Fnnds	5,544,258	5,135,170	5,361,175	5,506,582	145,407	2.7%
TOTAL PUBLIC WORKS	**47,685,812**	**50,091,828**	**60,880,787**	**50,392,826**	**(10,487,961)**	**-17.2%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	PROPOSED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
General Fund	16,975,358	15,582,566	18,710,744	17,158,076	(1,552,668)	-8.3%
City Drainage Fund	1,231,164	1,693,525	2,180,485	948,219	(1,232,266)	-56.5%
Impact Fees Fund	-	475,000	-	-	-	N/A
Transportation Grants	88,758	76,475	94,655	95,059	404	0.4%
Plaza Use Fund	25,517	24,603	25,000	15,000	(10,000)	-40.0%
Quality of Life	23,638	38,064	67,500	12,337	(55,163)	-81.7%
Streets & Roadways	3,250,836	2,212,308	3,821,060	2,302,277	(1,518,783)	-39.7%
1/2% GRT Income Fund	1,721,575	1,833,027	2,254,321	1,828,700	(425,621)	-18.9%
Railyard Properties	2,053,155	1,903,722	2,190,015	2,899,700	709,685	32.4%
Midtown Campus	4,788	1,443,720	2,891,334	2,181,800	(709,534)	-24.5%
Municipal Recreation Complex	1,579,142	1,563,067	1,795,031	1,269,971	(525,060)	-29.3%
Parking	4,788,042	5,492,040	8,313,337	4,337,384	(3,975,953)	-47.8%
Transit Bus System	8,444,949	10,029,623	10,647,745	10,361,909	(285,836)	-2.7%
Airport	2,741,038	2,911,055	3,633,298	2,517,588	(1,115,710)	-30.7%
Enterprise Debt Service	4,757,850	4,813,033	4,256,262	4,464,806	208,544	4.9%
TOTAL PUBLIC WORKS	**47,685,812**	**50,091,828**	**60,880,787**	**50,392,826**	**(10,487,961)**	**-17.2%**

VII. GLOSSARY OF TERMS AND ABBREVIATIONS

ACCOUNT - An entity for recording specific revenues or expenditures, or for grouping related or similar classes of revenues and expenditures and recording them within a fund or department

ACCOUNTING SYSTEM - The total set of records and procedures that are used to record, classify, and report information on the financial status and operations of the entity (See also Accrual Basis of Accounting, Modified Accrual Basis of Accounting, and Cash Basis of Accounting)

ACCRUAL BASIS OF ACCOUNTING - The method of accounting under which revenues are recorded when they are earned (whether or not cash is received at the time) and expenditures are recorded when goods and services are received (whether cash disbursements are made at the time or not)

ACTIVITY - Departmental efforts that contribute to the achievement of a specific set of program objectives; the smallest unit of the program budget

AD VALOREM TAXES - Commonly referred to as property taxes levied on both real and personal property according to the property's valuation and the tax rate

ADOPTED BUDGET - A financial plan for the fiscal year beginning July 1

ALLOT - To divide an appropriation into amounts that may be encumbered or expended during an allotment period

ANNUALIZE - To calculate the value of a resource or activity for a full year

APPROPRIATION - An authorization made by the City Council that permits the City to incur obligations and to make expenditures of resources

ARBITRAGE - The practice of taking advantage of a price difference between two or more markets

ASSESSED VALUATION - A value established on real and personal property for use as a basis for levying property taxes (Note: In New Mexico, property values are established by the County)

ASSESSMENT RATIO - The ratio at which the tax rate is applied to the tax base

ASSET - Property owned by a government or other entity that has a monetary value

ATTRITION RATE - Staffing vacancy rate in a department above the normal turnover rate as the result of retirements

AUTHORIZED POSITIONS - Employees positions that are authorized in the adopted budget to be filled during the year

AVAILABLE (UNDESIGNATED) FUND BALANCE - Funds remaining from the prior year that are available for appropriation and expenditure in the current year

BALANCED BUDGET - A budget where expenditures are equal to revenues

BEGINNING FUND BALANCE - The balance available in a fund from the end of a prior year for use in the following year

BOND - A written promise to pay a sum of money on a specific date at a specified interest rate (Note: Interest payments and the repayment of the principal are detailed in a bond ordinance)

BOND REFINANCING - The payoff and re-issuance of bonds, usually to obtain better interest rates and/or bond conditions

BUDGET - A financial plan embodying an estimate of proposed expenditures and the proposed means of financing them, usually for a single fiscal year or period

BUDGET ADJUSTMENT - A procedure to revise a budget appropriation either by the City Council approval through the adoption of a budget resolution or by a City Administrator authorization to adjust appropriations within a departmental division budget

BUDGET ADJUSTMENT REQUEST - A critical step in the formal approval process required before a revision can be made to the budget appropriation (Note: Budget adjustments of $5,000 and under shall be approved by the Finance Director, above $5,000 but no more than $50,000 shall be approved by the City Manager, and above $50,000 shall be approved by the City Council)

BUDGET CALENDAR - The schedule of key dates an entity follows in the preparation and adoption of the budget

BUDGET DOCUMENT - The official writing statement prepared by the Budget Office and supporting staff

BUDGET MESSAGE - The opening section of the budget that provides readers with a general summary of the most important aspects of the budget, including changes from the current and previous fiscal years and recommendations made by the City Manager

BUDGET ORDINANCE - The legal means to amend the adopted budget through recognizing revenue increases or decreases; transferring funds; decreasing funding of a fund or department; or providing supplemental funding to a fund or department or for the establishment of a new capital project (Note: The City Council adopts or rejects all budget ordinances)

BUDGETARY BASIS - Refers to the accounting method used to estimate financing sources and uses in the budget

BUDGETARY CONTROL - The management of a government in accordance with the approved budget for the purpose of keeping expenditures within the limitations of available appropriations and resources

BUSINESS UNIT - A cost accounting unit covering a City department, capital project, or fund

CALENDAR YEAR - The twelve-month period beginning January 1 and ending December 31

CAPITAL ASSETS - Assets of significant value and having a useful life of several years (also known as Fixed Assets.)

CAPITAL BUDGET - A capital project financial expenditure plan

CAPITAL IMPROVEMENT - Any significant physical acquisition, construction, replacement, or improvement to a City service delivery system that has a cost of $5,000 or more and a minimum useful life of two years

CAPITAL IMPROVEMENT PLAN (CIP) - The process of planning, monitoring, programming, and budgeting over a multi-year period the allocation of capital monies

CAPITAL OUTLAY - One of the expenditures account categories used for the purchase of any item with a cost of $5,000 or more and a minimum useful of two years

CAPITAL PROJECT - A cost accounting method identifying a specific project included in the CIP

CARRY FORWARD - Appropriated funds from the previous or current fiscal year that are appropriated in the next fiscal year

CASH BASIS OF ACCOUNTING - A method of accounting in which transactions are recognized only when cash is increased or decreased

CHARGES FOR SERVICES - Revenues received for services rendered

CHART OF ACCOUNTS - The classification system used by an entity to organize the accounting of various funds, programs, departments, divisions, sources, activities, and items

CITY CHARTER - Legal authority approved by the voters of the City of Santa Fe under the State of New Mexico Constitution establishing the government organization

COLLECTIVE BARGAINING AGREEMENT - A legal contract between the employer and a recognized bargaining unit for specific terms and conditions of employment

COMMODITIES - Expendable items that are consumable or have a short life span such as office supplies, fuel, minor equipment, and asphalt

CONSTANT OR REAL DOLLARS - The presentation of dollar amounts adjusted for inflation to reflect the real purchasing power of money compared to a certain point of time in the past

CONSUMER PRICE INDEX - A statistical description of price levels provided by the U.S. Department of Labor used as a measure of the increase in the cost of living (economic inflation)

CURRENT BUDGET - The original budget as approved by the City Council, along with any carryover encumbrances from the prior fiscal year and any transfers or amendments since July 1

DEBT SERVICE - The amount of revenue that must be provided for payment to insure the extinguishment of principal, interest and fees on City bonds

DEDICATED TAX - A tax levied to support a specific government program or purpose

DEFEASANCE - A provision that voids a bond or loan when the borrower sets aside cash or bonds sufficient enough to service the borrower's debt

DEFEASE - To void, nullify, or offset a liability or debt

DEFICIT - The excess of an entity's liabilities over assets, or the excess of expenses over revenues during an accounting period

DEPARTMENT - A major administrative division of the City that indicates overall management responsible for an operation or group of related operations

DEPRECIATION - Expiration in the service life of fixed assets attributable to wear and tear through use and lapse of time, obsolescence, inadequacy or other physical or functional cause

DISBURSEMENT - The expenditure of monies from an account

DIVISION - A sub-unit of a department which encompasses a substantial portion of the duties or activities assigned to a department

EFFECTIVENESS - Sometimes referred to as quality indicators, effectiveness measures the degree to which services are responsive to the needs and desires of customers, how well a job is performed, or how well the intent is being fulfilled

EFFICIENCY - Sometimes referred to as productivity, efficiency measures the unit cost over time, money, or labor required to produce a service

EMPLOYEE (FRINGE) BENEFITS - Contributions made by an employer to meet commitments or obligations for items such as social security, medical coverage, retirement, and other insurance plans

ENCUMBER - To set aside or commit funds for a future expenditure

ENCUMBRANCE - The legal commitment of appropriated funds to purchase an item or service

ENTERPRISE FUND - A fund established to account for operations that are financed and operated in a manner similar to private business enterprises, where the intent of the governing body is that the costs of providing goods and services to the general public on a continuing basis be financed or recovered primarily through user charges

ESTIMATED REVENUE - The amount of projected revenue to be collected during an accounting period

EXPENDITURE/EXPENSE - The outflow of funds paid for materials received or services rendered

FAIR MARKET VALUE - The value of an asset in the open market, often used to determine the assessed valuation of real property for tax purposes

FINES AND FORFEITURES - The loss of a right, money, or especially property because of one's criminal act, default, or failure or neglect to perform a duty

FISCAL YEAR - A twelve-month period to which the annual operating budget applies and at the end of which a government determines its financial position and the results of its operations (Note: The fiscal year for the City and State of New Mexico begins July 1 and ends June 30; the federal government's fiscal year begins October 1 and ends September 30)

FIXED ASSETS - Assets of long-term nature that are intended to continue to be held or used, such as land, buildings, furniture, equipment, machinery, and vehicles (also known as Capital Assets)

FULL-TIME EQUIVALENT - One full-time position funded for a full year or the sum of two or more part-time positions that equal the hours of a full-time position

FUNCTION - A group of related activities aimed at accomplishing a major service or regulatory program for which a government is responsible (e.g., public safety)

FUND - A fiscal and accounting entity with a self-balancing set of accounts recording cash and other financial resources as well as related liabilities and residual equities or balances

FUND BALANCE- The excess of amounts carried over from a prior accounting period plus the difference between revenues received and expenses incurred in the current period

FUNDED POSITIONS - A term referring to the number of authorized positions for which funding is included in a fiscal year budget

GANG RESISTANCE EDUCATION AND TRAINING - A prevention program built around school-based, law enforcement officer-instructed classroom curricula intended as an immunization against delinquency, youth violence, and gang membership

GENERAL FUND - The largest fund within the City, it accounts for most of the financial resources and day-to- day operations of the government not specifically accounted for in other funds

GENERAL OBLIGATION BONDS - Long-term debt instruments issued by State and local governments to raise funds for capital improvements

GENERALLY ACCEPTED ACCOUNTING PRINCIPLES - A collection of commonly-followed accounting rules and standards for financial reporting

GEOGRAPHIC INFORMATION SYSTEM - An integrated system of computer hardware and software used for storage, retrieval, mapping, and analysis of referenced geographic data

GOAL - A statement of broad direction, purpose or intent

GOVERNMENTAL ACCOUNTING STANDARDS BOARD - The source of generally accepted accounting principles used by State and local governments

GRANT - A sum of money given to a person or entity, usually identified for a specific purpose

IMPACT FEE - Payments required by local governments of new development for the purpose of providing new or expanded public capital facilities such as roads, parks, bikeways, trails, police and fire stations, water and wastewater utilities, and drainage

INDIRECT COST - Costs that are not directly accountable to a cost objective, frequently referred to as overhead, general, and administrative expenses

INFRASTRUCTURE - The fundamental facilities and systems serving a local, State or Federal government, such as roads, bridges, tunnels, water supply, sewers, electrical grids, and telecommunications

INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN - Capital projects proposed to be undertaken within the next five fiscal years identifying estimated costs and potential funding sources

INTERGOVERNMENTAL AGREEMENT - An agreement that involves or is made between two or more governments in cooperation to address issues of mutual concern

INTERGOVERNMENTAL REVENUE - Funds received from Federal, State and other local government sources in the form of grants, shared revenues, and payments in lieu of taxes

INTERNAL SERVICE FUND - A fund used in governmental accounting to track goods and services shifted between departments on a cost-reimbursement basis

LEVY - To impose taxes for the support of government activities

LICENSES AND PERMITS - Permission or authorization to do something or use something, usually resulting in a fee imposed upon the holder

LINE ITEM - A specific account used to budget and record revenues or expenditures

LONGEVITY - Employee compensation payments made in recognition of a certain number of years of employment with the same entity

LONG-TERM DEBT - Debt with a maturity date greater than one year from the date of issuance

MANDATE - A requirement imposed by a legal act of the Federal, State, or local government

MATERIALS AND SERVICES - Commodities which are consumed or materially altered when used, such as office or operating supplies, or when a vendor renders a service, such as consulting or in connection with a repair or maintenance of an asset

MEASURE - A plan of action taken to achieve a particular purpose or a standard used to express the size, amount, or degree of something

MILL - A property tax rate based on the assessed valuation of real property, e.g., a tax rate of one mill produces one dollar of taxes on each $1,000 of assessed valuation

MISCELLANEOUS REVENUE - Revenue that is not identified separately in the chart of accounts

MISSION STATEMENT - A formal summary articulating an organization's purpose, identifying the scope of its operations and the kind of product or service it provides

MODIFIED ACCRUAL BASIS OF ACCOUNTING - The method combining the accrual basis of accounting with the cash basis of accounting in which revenues are recognized when they are both measurable and available but expenditures are recognized when a liability is incurred

NOMINAL DOLLARS - The presentation of dollar amounts not adjusted for inflation

OBJECT OF EXPENDITURES - The lowest and most detailed level of expenditure classification, such as electricity, office supplies, asphalt, and furniture

OBJECTIVE - Something to be accomplished in specific, well-defined, and measurable terms, often including a specific timeframe in which the objective will be achieved

OBLIGATIONS - Commitments which a person or entity may be legally obligated to meet

OPERATING BUDGET - A combination of known expenses, expected future costs, and forecasted revenue over the course of a year stated in terms of functional categories and accounts

OPERATING EXPENSES - A category of expenditures an entity incurs as a result of performing operations, such as salaries, employee benefits, contracted services, supplies, and commodities

OPERATING REVENUE - Funds that the government receives to pay for operating expenses

ORDINANCE - A formal legislative enactment by a City Council, having the full force and effect of law within the City boundaries unless it is in conflict with a higher form of law (Note: An Ordinance has higher legal standing than a Resolution)

ORIGINAL BUDGET - The initial adopted budget for an entity that has not been revised or amended

OUTPUT INDICATOR - A unit of work accomplished, without reference to the resources required to do the work (e.g. number of permit issued, or number of arrests made), not necessarily meant to reflect the effectiveness or efficiency of the work performed

PART-TIME EQUIVALENT - A position that is not considered full-time

PAYMENT IN LIEU OF TAXES - A payment made to compensate a government for some or all of the property tax revenue lost due to tax-exempt ownership or use of real property

PERSONAL SERVICES - Salary and wage-related costs of salaried and hourly employees

PILOT - Payment In Lieu Of Taxes

PROGRAM - A group of related activities performed by one or more organizational units for the purpose of accomplishing a function for which the government is responsible

PROJECT NUMBER - A unique identifier of any special activity, especially where specific reporting requirements exist regarding the activity, often used with capital projects or grants

PURCHASE ORDER - A document issued by a buyer to a seller indicating type, quantity, and pricing for a product or service, resulting in an encumbrance in the buyer's accounting records

PURPOSE - A broad statement of goals or objectives specifying the reason for which something exists or is done

RESERVE - An account used to indicate that portion of fund equity which is legally restricted for a specific purpose and is, therefore, not available for general appropriation

RESOLUTION - A special order by the City Council dealing with matters of a special or temporary nature

RESOURCES - The total amount available for appropriation, including estimated revenues, fund transfers, and beginning balances

REVENUE - The yield from sources of income (such as taxes, licenses, fines, etc.) that the City collects and receives into the treasury for current or future use

REVENUE BOND - A municipal bond that finances income-producing projects and is secured by a specified revenue source, such as Gross Receipts Tax

REVENUE ESTIMATE - The funds projected to accrue during an accounting period, whether or not all of it is expected to be collected during that period

SEVEN MAJORS - Crimes reported to the Federal Bureau of Investigation (FBI), including homicide, robbery, motor vehicle theft, aggravated assault/battery, burglary, larceny, and rape

SHARED REVENUE - Taxes collected Federal or State governments that are allocated back to local governments

SINKING FUND - An account used to periodically set aside money for the gradual repayment a debt

SPAN OF CONTROL - The number of subordinates a supervisor has, expressed as a ratio of supervisor to subordinates

SPECIAL ASSESSMENT DISTRICT - The geographical area a government uses to designate a unique tax to help pay for certain public projects

SPECIAL REVENUE FUND - An account established by a government to collect money that must be used for a specific project

STRATEGIC PLAN - A systematic process of envisioning a desired future, translating that vision into broadly defined goals or objectives, and developing a sequence of steps to achieve them

SYSTEM CONTROL AND DATA ACQUISITION - A radio system for monitoring and managing the City's water and wastewater facilities

TAX - A compulsory contribution levied by a government

TAX LEVY - The amount imposed or assessed by a government on a real property owner or on a consumer or seller engaging in a business transaction

TRANSFER IN/OUT - Amounts moved from one fund or department to another

UNENCUMBERED BALANCE - The amount of an appropriation that is neither expended nor encumbered and is, therefore, still available for future use

UNRESERVED FUND BALANCE - The portion of a fund's remaining resources that is not restricted for a specific purpose and is, therefore, available for appropriation

USER FEE - A sum of money paid by an individual choosing to access a service or facility (e.g., swimming pools)

WORKLOAD INDICATOR - A unit of work to be done (e.g., number of permit applications received)

XERISCAPE - A style of landscape design requiring little or no irrigation, often used in arid regions

ABBREVIATIONS

ACA - Affordable Care Act
ADA - Americans with Disabilities Act
ADO - Asset Development Office
AFSCME - American Federation of State, County, and Municipal Employees
AIS - Annual Information Statement
ALGA - Association of Local Government Auditors
APA - American Planning Association
ARRA - American Recovery and Reinvestment Act
ASE - Automotive Service Excellence
ATV - All-Terrain Vehicle
BAR - Budget Amendment Resolution
BDD - Buckman Direct Diversion
BuRRT - Buckman Road Recycling and Transfer station
CAD - Computer-Aided Design
CAF - Corrective Action Fund
CAFR - Comprehensive Annual Financial Report
CAPER - Consolidated Action and Performance Evaluation Report
CBA - Collective Bargaining Agreement
CC - City Council
CCC - Community Convention Center
CDBG - Community Development Block Grant
CDL - Commercial Driver's License
CERT - Community Emergency Response Team
CIAC - Capital Improvement Advisory Committee
CIP - Capital Improvement Plan
CIPCAC - Capital Improvement Plan Citizen's Advisory Committee
CIPTAC - Capital Improvement Plan Technical Advisory Committee
CISA - Certified Information Systems Auditor
CLG - Certified Local Government
CM - City Manager
CMO - Collateralized Mortgage Obligation
CNG - Compressed Natural Gas
CNT - Crisis Negotiation Team

COD - Chemical Oxygen Demand

COLA - Cost Of Living Adjustment

CPO - Chief Procurement Officer

CPR - Cardiopulmonary Resuscitation

CRM - Citizen Relationship Management

CRWTP - Canyon Road Water Treatment Plant

CVB - Convention and Visitors Bureau

CY - Calendar Year

DFA -Department of Finance and Administration (State of New Mexico)

DHSEM - Department of Homeland Security and Emergency Management (State of New Mexico)

DOJ - Department of Justice

DOT - Department of Transportation (State of New Mexico)

DPS - Department of Public Safety (State of New Mexico)

DPSA - Department of Public Safety Association

DRT - Development Review Team

DUI - Driving Under the Influence of intoxicating liquor

DVP - Delivery Versus Payment

DWI - Driving While under the Influence of intoxicating liquor or drugs

EAP - Employee Assistance Program

EGRT - Environmental Gross Receipts Tax

EMMA - Electronic Municipal Market Access

EMPG - Emergency Management Performance Grant

EMS - Emergency Medical Services

EMT - Emergency Medical Technician

EOC - Emergency Operations Center

EOD - Explosive Ordinance Disposal

EOP - Emergency Operations Plan

EPA - Environmental Protection Agency

ERP - Enterprise Resource Planning

ESD - Environmental Services Division

ESWTR - Enhanced Surface Water Treatment Rule

EVTCC - Emergency Vehicle Technician Certification Commission

FAA - Federal Aviation Administration

FCC - Federal Communications Division

FDIC - Federal Deposit Insurance Corporation
FEMA - Federal Emergency Management Agency
FF and E - Furniture, Fixtures, and Equipment
FFY - Federal Fiscal Year
FGP - Foster Grandparents
FHWA - Federal Highway Administration
FINRA - Financial Industry Regulatory Authority
FT - Full-Time
FTA - Federal Transit Administration
FTE - Full-Time Equivalent
FY - Fiscal Year
GAAP - Generally Accepted Accounting Principles
GAGAS - Generally Accepted Government Auditing Standards
GASB - Governmental Accounting Standards Board
GCCC - Genoveva Chavez Community Center
GFOA - Government Finance Officers Association
GIS - Geographic Information System
GO BONDS - General Obligation Bonds
GOAL - A statement of broad direction, purpose or intent
GPRGC - Grandparents Raising Grandchildren
GPS - Global Positioning System
GREAT - Gang Resistance Education And Training
GRT - Gross Receipts Tax
HPD - Historic Preservation Division
HR - Human Resources Department
HRB - Human Rights Bureau
HUD - U.S. Office of Housing and Urban Development
HVAC - Heating, Ventilation and Air Conditioning
ICIP - Infrastructure Capital Improvement Plan
IGA - Intergovernmental Agreement
IP - Industrial Pretreatment
IPRA - Inspection of Public Records Act
IRS - Internal Revenue Service
ISACA - Information Systems Audit and Control Association

ISC - Interstate Stream Commission

IT - Information Technology

ITT - Information Technology and Telecommunications

JAG - Justice Assistance Grant

JPA - Joint Powers Agreement

KSFB - Keep Santa Fe Beautiful

LANL - Los Alamos National Laboratory

LED - Light Emitting Diode

LEDA - Local Economic Development Act

LEPF - Law Enforcement Protection Fund

LGD - Local Government Division (State of New Mexico Department of Finance and Administration)

LGIP - Local Government Investment Pool

LIHTC - Low Income Housing Tax Credit

LINC - Local Innovation Corridor

MIH - Mobile Integrated Health

MIHO - Mobile Integrated Health Office

MOU - Memorandum Of Understanding

MOW - Meals On Wheels

MPA - Metropolitan Planning Area

MPO - Metropolitan Planning Organization

MRC - Municipal Recreation Complex

MSGP - Multi-Sector General Permit

MSL - Marty Sanchez Links de Santa Fe

MSRB - Municipal Securities Rulemaking Board

MTP - Metropolitan Transportation Plan

NCS - National Citizens Survey

NCUA - National Credit Union Administration

NMAC - New Mexico Administrative Code

NMED - New Mexico Environment Department

NMFA - New Mexico Finance Authority

NMGAS - New Mexico Gas Company

NMGL - New Mexico Golf Limited

NMML - New Mexico Municipal League

NMRPA - New Mexico Recreation and Park Association

NMSA - New Mexico Statutes Annotated
NMSD - New Mexico School for the Deaf
NMWWA - New Mexico Wastewater Association
NOAA - National Oceanic and Atmospheric Association
NPDES - National Pollutant Discharge Elimination System
NRCS - National Resources Conservation Service
NRPA - National Recreation and Park Association
NSIP - Nutrition Service Incentive Program
NWS - National Weather Service
OAH - Office of Affordable Housing
OBG - Office for Business Growth
OED - Office of Economic Development
OEM - Office of Emergency Management
O and M - Operating and Maintenance
OSE - Office of the State Engineer (State of New Mexico)
OTAB - Occupancy Tax Advisory Board
PARCS - Parking Access and Revenue Control System
P-CARD - Procurement Card
PCR - Police Community Relations
PERA - Public Employees Retirement Association
PILOT - Payment In Lieu Of Taxes
PIO - Public Information Officer
PNM - Public Service Company of New Mexico
PO - Purchase Order
POS - Point Of Sale
POTW - Publically Owned Treatment Works
PRV - Pressure Reducing Valve
PT - Part-Time
PTE - Part-Time Equivalent
PTTMP - Part-Time Temporary
PWD - Public Works Department
QWEL - Qualified Water Efficient Landscaper
RFP - Request for Proposal
RFQ - Request for Quote

ROW - Right of way
RSVP - Retired Senior Volunteer Program
RTCR - Revised Total Coliform Rule
SAD - Special Assessment District
SBDC - Small Business Development Center
SCADA - Supervisory Control And Data Acquisition
SCBA - Self-Contained Breathing Apparatus
SCORE - Service Corp Of Retired Executives
SCP - Senior Companion Program
SEC - Securities and Exchange Commission
SEP - Senior Employment Program
SFBI - Santa Fe Business Incubator
SFCC - Santa Fe City Code
SFFD - Santa Fe Fire Department
SFGTV-28 - Santa Fe Government access cable Television channel 28
SFHP - Santa Fe Homes Program
SFPS - Santa Fe Public Schools
SFUAD - Santa Fe University of Art and Design
SIU - Significant Industrial User
SLO - State Land Office (State of New Mexico)
SNAG - Starting New At Golf
SSD - Senior Services Division
SWAT - Special Weapons And Tactics
SWOT - Strengths, Weaknesses, Opportunities, Threats
TAT - TMDL and Assessment Team
TBAR - Technical Budget Adjustment Request
TBBL - Technically Based Local Limit
TEMS - Tactical Emergency Medical Service
TIC - True Interest Cost
TMDL - Total Maximum Daily Load
TSF - Tourism Santa Fe
TSS - Total Suspended Solids
TWAS - Thickened Waste Activated Sludge
UPWP - Unified Planning Work Program

ACTION SHEET
PUBLIC WORKS AND PUBLIC UTILITES COMMITTEE MEETING OF 07/27/2020

ISSUE NO. 7F

Consideration of Resolution 2020- Approval of a Resolution Adopting the City of Santa Fe Fiscal Year 2021 Operating Budget and Organizational Chart. (Mayor Alan Webber) (Jeff Norris, Assistant to the Legislative Liaison, jtnorris@santafenm.gov, 955-6692)

COMMITTEE REVIEW
Governing Body (Scheduled) 07/29/2020

PUBLIC UTILITES COMMITTEE ACTION: Pulled by Councilor Vigil Coppler for further discussion. Unanimously approved to forward to 7/29/2020 Governing Body.

SPECIAL CONDITIONS OR AMENDMENTS:
Pass with no recommendation. Approved with consideration of this resolution with the removal of reference of the organizational chart.

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
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2020-__
Operating Budget Adoption FY2021

Mayor and Members of the City Council:

I propose the following amendment(s) to Resolution No. 2020-__:

1. On page 1, line 13 ***strike*** "**AND ORGANIZATIONAL CHART**"
2. On page 2, ***strike*** lines 3-4 in their entirety

Respectfully submitted,

_____
Alan Webber, Mayor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Yolanda Y. Vigil, City Clerk

10214.2(A)

Operating Budget Adoption FY2021 (Webber Amend)

Final Audit Report 2020-07-29

Created:	2020-07-29
By:	Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVISdE47UCV7iGjK_D1Ab1WDulguP5M27

"Operating Budget Adoption FY2021 (Webber Amend)" History

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POWERED BY
Adobe Sign

MEMORANDUM

TO: Governing Body

VIA: Jarel LaPan Hill, City Manager

FROM: Mary McCoy, Finance Director

RE: FY21 Budget Recommendation – Finance Committee Action

DATE: July 29, 2020

The coronavirus pandemic required extraordinary measures of the Santa Fe community to limit the spread of the virus and limit the loss of lives. The necessary shelter-in-place restrictions to slow the virus' spread has interrupted life and negatively impacted economic activity in our community and brought the period of the longest economic expansion in U.S. history to an unexpected and sudden end. Businesses in Santa Fe have closed and the unemployment rate soared. Despite our collective efforts, we know the curve has not been flattened and the virus is still present which means that social distancing and the safety protocols restricting capacity and changing operations will be necessary for an extended period of time. In short, we continue to experience a period of tremendous change and uncertainty in our community. During this time, the City's FY21 Budget balances need for service reductions due to the weakened economy, with prioritizing the health, safety and wellbeing of our Community. As a result of proactive fiscal management over the last few years, the City of Santa Fe is positioned to continue investing in the City's core services that respond to the needs of our community.

Over the course of seven days, department staff presented the FY21 Recommended Budget to the Finance Committee. The Finance Committee approved changes to the FY21 Recommended Budget are outlined below. The FY21 All Funds expenditures as approved by the Finance Committee total $319.9 million, a decrease of $71.6 million or 18.3 percent across all funds from the FY20 budgeted levels. The FY21 General Fund expenditures as approved by the Finance Committee total $92.6 million, a decrease of $10.8 million or 10.4 percent from the FY20 budgeted levels. The FY21 budget intentionally did not reduce the Community Services budget in order to support our community during a public health and economic crisis, when many residents need it most. The FY21 Recommended Budget also prioritizes protecting jobs for our workforce. The FY21 Recommended Budget does not include furloughs past September 4th and does not layoff any City employees. The uncertainty of the impacts of pandemic on the City's revenues remains high, as historical data cannot inform us about the duration and severity of the pandemic and the corresponding impact on different sectors of our local economy. As part of the FY21 Budget, the City is proposing to use $22.4 million of the "rainy day funds" or our cash reserves to limit the reduction of service levels until we have a more accurate picture of the economic impact of the pandemic.

The Finance Committee changes to the FY21 Recommended Budget are outlined below.

- The Public Utilities Department/ Water Division budget increased by $432,170 in the other operating costs category to support additional funding for the Buckman Direct Diversion operations.
- The BDD expenditure budget was approved at $8.6 million, a decrease of $1,006,082 from the original BDD proposed budget.
- The City Clerk's budget decreased by $147,924 in the Transfer Out category to reduce the transfer from the General Fund to the Public Campaign Finance Fund per the Public Campaign Finance Code Ordinance 9-3.4 Section E.

Attached are the budget summaries for the FY21 Budget as approved by the Finance Committee. We respectfully request approval from the Governing Body of the FY21 Recommended Budget.

CITY OF SANTA FE
GENERAL FUND EXPENDITURES BY DEPARTMENT
FY 2016/17 THROUGH FY 2020/21

DEPARTMENT	ACTUAL EXPENSES FY 2016/17	ACTUAL EXPENSES FY 2017/18	ACTUAL EXPENSES FY 2018/19	FY 2019/20 MIDYEAR BUDGET	RECOMM. BUDGET FY 2020/21	AMOUNT CHANGE 19/20-20/21	PERCENT CHANGE 19/20-20/21
Affordable Housing	358,747	500,130	526,715	864,950	915,414	50,464	5.8%
Community Engagement	1,405,002	1,811,507	1,663,862	2,213,038	1,702,339	(510,699)	-23.1%
Community Services	7,307,811	8,090,860	7,792,008	8,910,360	9,087,736	177,376	2.0%
Economic Development	648,512	865,622	877,387	1,143,808	827,814	(315,994)	-27.6%
Emergency Management	-	-	-	-	118,796	118,796	N/A
Finance	13,744,922	5,792,505	4,471,734	5,434,020	4,421,864	(1,012,156)	-18.6%
Fire	17,409,016	19,826,058	19,370,551	21,121,351	19,545,791	(1,575,560)	-7.5%
General Government	4,863,714	5,367,006	5,174,199	6,578,924	5,176,282	(1,402,642)	-21.3%
Human Resources	910,996	1,444,277	1,343,918	3,671,121	3,455,838	(215,283)	-5.9%
Info Tech & Telecom	4,157,037	-	-	-	-	-	N/A
Planning & Land Use	4,404,317	5,339,159	4,830,911	6,299,141	5,246,919	(1,052,222)	-16.7%
Police	22,495,788	24,087,914	24,056,361	25,051,326	22,676,029	(2,375,297)	-9.5%
Public Utilities	284,160	313,335	270,652	286,886	-	(286,886)	-100.0%
Public Works	13,244,397	16,975,358	15,582,566	18,710,744	17,158,076	(1,552,668)	-8.3%
Recreation	2,374,300	2,597,019	2,317,164	3,125,363	2,280,586	(844,777)	-27.0%
TOTAL GENERAL FUND	**93,608,720**	**93,010,751**	**88,278,029**	**103,411,032**	**92,613,484**	**(10,797,548)**	**-10.4%**

CITY OF SANTA FE

GENERAL FUND - EXPENDITURES BY CATEGORY

FY 2016/17 THROUGH FY 2020/21

CATEGORY	ACTUAL REVENUE FY 2016/17	ACTUAL REVENUE FY 2017/18	ACTUAL REVENUE FY 2018/19	FY 2019/20 MIDYEAR BUDGET	RECOMM. BUDGET FY 2020/21	AMOUNT CHANGE 19/20-20/21	PERCENT CHANGE 19/20-20/21
Personnel Services:							
-Salaries	41,486,743	42,131,835	42,038,155	45,229,743	42,416,186	(2,813,557)	-6.2%
-Benefits	21,660,600	21,499,229	21,311,794	22,681,761	22,360,177	(321,584)	-1.4%
Subtotal - Personnel Services	*63,147,343*	*63,631,064*	*63,349,950*	*67,911,504*	*64,776,363*	*(3,135,141)*	*-4.6%*
Operating Expenses:							
-Contractual Services	3,276,694	4,164,142	3,208,389	6,109,868	5,486,893	(622,975)	-10.2%
-Utilities	4,292,211	4,382,223	3,478,897	4,273,117	3,771,462	(501,655)	-11.7%
-Repairs & Maintenance	811,522	626,912	601,506	1,192,490	732,962	(459,528)	-38.5%
-Supplies	2,478,369	2,481,636	2,508,570	2,900,107	2,047,723	(852,384)	-29.4%
-Insurance	2,892,663	3,097,678	3,094,163	3,262,221	3,362,537	100,316	3.1%
-Travel/Training	196,805	308,480	186,801	554,971	69,170	(485,801)	-87.5%
-Other Operating Costs	3,504,999	6,538,751	6,142,359	9,157,565	6,818,860	(2,338,705)	-25.5%
Subtotal - Operating Expenses	*17,453,262*	*21,599,821*	*19,220,685*	*27,450,339*	*22,289,607*	*(5,160,732)*	*-18.8%*
Capital Outlay:							
-Capital Purchases	591,538	941,990	806,329	2,211,994	101,500	(2,110,494)	-95.4%
-Land & Building	79,447	97,989	400,504	118,410	7,718	(110,692)	-93.5%
Subtotal - Capital Outlay	*670,985*	*1,039,980*	*1,206,832*	*2,330,404*	*109,218*	*(2,221,186)*	*-95.3%*
Transfers Out	12,337,130	6,739,886	4,500,562	5,718,785	5,438,296	(280,489)	-4.9%
TOTAL EXPENDITURES	**93,608,720**	**93,010,751**	**88,278,029**	**103,411,032**	**92,613,484**	**(10,797,548)**	-10.4%

CITY OF SANTA FE

GENERAL FUND - REVENUES BY CATEGORY

FY 2016/17 THROUGH FY 2020/21

CATEGORY	ACTUAL REVENUE FY 2016/17	ACTUAL REVENUE FY 2017/18	ACTUAL REVENUE FY 2018/19	FY 2019/20 MIDYEAR BUDGET	RECOMM. BUDGET FY 2020/21	AMOUNT CHANGE 19/20-20/21	PERCENT CHANGE 19/20-20/21
Local/State-Shared Taxes:							
-Gross Receipts Tax	57,939,139	64,915,409	65,812,526	70,982,213	57,480,900	(13,501,313)	-19.0%
-Property Tax	6,737,420	8,965,751	8,351,923	11,157,228	10,041,506	(1,115,722)	-10.0%
-Franchise Fees	4,090,448	4,378,595	4,831,197	5,292,033	4,498,228	(793,805)	-15.0%
-Other Taxes	498,485	495,819	451,466	531,116	376,012	(155,104)	-29.2%
Subtotal - Taxes	*69,265,492*	*78,755,574*	*79,447,112*	*87,962,590*	*72,396,646*	*(15,565,944)*	*-17.7%*
Licenses & Permits:							
-Business Licenses	458,230	409,776	396,160	425,769	319,242	(106,527)	-25.0%
-Building/Zoning Permits	2,825,623	3,475,797	3,163,467	3,600,299	2,641,197	(959,102)	-26.6%
-Other Licenses & Permits	250,116	294,836	302,477	404,620	303,722	(100,898)	-24.9%
Subtotal - Licenses & Permits	*3,533,969*	*4,180,409*	*3,862,105*	*4,430,688*	*3,264,161*	*(1,166,527)*	*-26.3%*
Fees & Service Charges:							
-Ambulance Fees	4,209,915	2,544,706	2,497,386	2,800,000	2,520,000	(280,000)	-10.0%
-Impact Fees	3,740	-	9,320	-	-	-	N/A
-Planning/Land Use Fees	327,703	399,614	265,748	915,173	684,469	(230,704)	-25.2%
-Police/Court Fees	49,072	51,589	65,441	51,000	30,600	(20,400)	-40.0%
-Recreation Fees	477,258	445,143	357,953	415,037	166,383	(248,654)	-59.9%
-Reimbursed Expenses	7,014,308	5,032,074	4,793,972	5,522,170	4,952,007	(570,163)	-10.3%
-Other Fees/Services	194,474	221,405	194,302	485,832	342,681	(143,151)	-29.5%
Subtotal - Fees & Services	*12,276,471*	*8,694,530*	*8,184,123*	*10,189,212*	*8,696,140*	*(1,493,072)*	*-14.7%*
Fines & Forfeitures:							
-Violations Fines	5,706	3,995	3,209	3,600	2,520	(1,080)	-30.0%
-Other Fines & Forfeitures	299,006	237,817	217,123	269,714	188,800	(80,914)	-30.0%
Subtotal - Fines & Forfeitures	*304,712*	*241,812*	*220,332*	*273,314*	*191,320*	*(81,994)*	*-30.0%*
Rents/Royalties/Concessions:							
-Parks & Recreation - Rentals	14,292	19,097	13,098	20,566	8,226	(12,340)	-60.0%
-Other Rentals	8,897	5,020	41,046	5,179	3,884	(1,295)	-25.0%
Subtotal - Rents/Royalties	*23,189*	*24,117*	*54,144*	*25,745*	*12,110*	*(13,635)*	*-53.0%*
Miscellaneous Revenues:							
-Sales Revenue	11,148	2,251	45,587	-	-	-	N/A
-Other Misc. Revenue	107,274	194,395	13,229	53,845	37,692	(16,153)	-30.0%
Subtotal - Miscellaneous	*118,422*	*196,646*	*58,816*	*53,845*	*37,692*	*(16,153)*	*-30.0%*
Intergovernmental Grants:							
-State Grants	63,430	819,036	632,643	611,555	611,555	-	0.0%
-SF County Grants	-	11,146	25,814	-	-	-	N/A
Subtotal - Intergovernmental	*63,430*	*830,182*	*658,456*	*611,555*	*611,555*	-	*0.0%*
Interest on Investments	37,774	33,994	-	80,964	8,096	(72,868)	-90.0%
Transfers In	459,980	1,658,068	1,070,509	1,979,908	7,543,688	5,563,780	281.0%
TOTAL REVENUES	**86,083,438**	**94,615,334**	**93,555,597**	**105,607,821**	**92,761,408**	**(12,846,413)**	**-12.2%**

CITY OF SANTA FE
ALL FUNDS - EXPENDITURES BY DEPARTMENT*
FY 2016/17 THROUGH FY 2020/21

DEPARTMENT	ACTUAL EXPENSES FY 2016/17	ACTUAL EXPENSES FY 2017/18	ACTUAL EXPENSES FY 2018/19	FY 2019/20 MIDYEAR BUDGET	RECOMM. BUDGET FY 2020/21	AMOUNT CHANGE 19/20-20/21	PERCENT CHANGE 19/20-20/21
Affordable Housing	953,512	1,637,011	1,653,269	2,144,995	2,436,253	291,258	13.6%
Arts & Culture	1,518,162	1,720,817	1,430,593	1,964,135	927,925	(1,036,210)	-52.8%
Community Engagement	1,405,002	2,144,477	1,663,862	2,213,038	1,702,339	(510,699)	-23.1%
Community Services	14,745,976	15,853,303	15,549,199	17,873,018	18,242,946	369,928	2.1%
Economic Development	2,061,493	2,705,562	2,235,199	2,733,600	2,047,050	(686,550)	-25.1%
Emergency Management	2,336,790	2,364,449	2,931,133	2,952,598	2,524,442	(428,156)	-14.5%
Finance	35,118,987	31,729,544	27,365,039	30,308,709	23,347,207	(6,961,502)	-23.0%
Fire	19,596,364	20,544,070	21,029,712	24,751,860	21,593,699	(3,158,161)	-12.8%
General Government	5,422,075	6,204,868	5,437,677	6,932,076	5,216,862	(1,715,214)	-24.7%
Human Resources	22,776,215	23,443,317	24,496,143	28,073,735	27,245,971	(827,764)	-2.9%
Info Tech & Telecom*	5,854,006	10,573,683	9,369,138	14,894,987	13,068,172	(1,826,815)	-12.3%
Planning & Land Use	4,706,042	5,648,632	5,177,613	6,698,807	5,709,726	(989,081)	-14.8%
Police	26,109,779	27,838,604	27,620,969	28,248,228	24,979,279	(3,268,949)	-11.6%
Public Utilities	81,689,561	69,473,630	72,376,003	72,041,669	59,352,933	(12,688,736)	-17.6%
Public Works	49,828,094	47,685,812	50,091,828	60,880,787	50,392,826	(10,487,961)	-17.2%
Recreation	7,856,850	6,926,784	6,716,942	8,086,965	5,942,308	(2,144,657)	-26.5%
TOURISM Santa Fe	15,958,201	9,620,251	10,156,112	13,226,329	12,551,799	(674,530)	-5.1%
Non-Departmental	*98,803,681*	*62,796,411*	*91,276,637*	*67,544,367*	*42,659,078*	(24,885,289)	-36.8%
TOTAL EXPENDITURES	**396,740,789**	**348,911,224**	**376,577,068**	**391,569,903**	**319,940,815**	**(71,629,088)**	**-18.3%**

**includes ERP (CIP) Budget*

CITY OF SANTA FE

ALL FUNDS - EXPENDITURES BY CATEGORY*

FY 2016/17 THROUGH FY 2020/21

CATEGORY	ACTUAL REVENUE FY 2016/17	ACTUAL REVENUE FY 2017/18	ACTUAL REVENUE FY 2018/19	FY 2019/20 MIDYEAR BUDGET	RECOMM. BUDGET FY 2020/21	AMOUNT CHANGE 19/20-20/21	PERCENT CHANGE 19/20-20/21
Personnel Services:							
-Salaries	72,006,671	77,579,341	75,875,638	83,013,703	76,529,038	(6,484,665)	-7.8%
-Benefits	50,343,312	32,573,189	38,233,984	42,401,563	41,206,305	(1,195,258)	-2.8%
Subtotal - Personnel Services	*122,349,983*	*110,152,530*	*114,109,621*	*125,415,266*	*117,735,343*	*(7,679,923)*	*-6.1%*
Operating Expenses:							
-Contractual Services	21,467,957	20,497,280	21,641,108	30,431,743	27,092,923	(3,338,820)	-11.0%
-Utilities	11,830,262	13,088,635	12,312,993	15,341,221	12,789,155	(2,552,066)	-16.6%
-Repairs & Maintenance	4,889,104	5,882,052	6,097,883	9,213,203	6,513,767	(2,699,436)	-29.3%
-Supplies	9,110,843	11,083,929	11,050,236	13,923,804	11,128,459	(2,795,345)	-20.1%
-Insurance	30,843,677	30,721,981	33,401,544	34,319,201	34,383,869	64,668	0.2%
-Travel/Training	825,449	1,009,738	1,141,170	1,684,512	565,722	(1,118,790)	-66.4%
-Other Operating Costs	25,049,273	31,040,768	27,552,388	37,347,228	30,106,341	(7,240,887)	-19.4%
Subtotal - Operating Expenses	*104,016,566*	*113,324,383*	*113,197,322*	*142,260,912*	*122,580,236*	*(19,680,676)*	*-13.8%*
Capital Outlay:							
-Capital Purchases	6,934,547	7,358,727	5,702,505	19,154,630	3,600,918	(15,553,712)	-81.2%
-Land & Building	1,170,232	1,211,688	6,905,148	2,067,979	508,383	(1,559,596)	-75.4%
Subtotal - Capital Outlay	*8,104,778*	*8,570,414*	*12,607,652*	*21,222,609*	*4,109,301*	*(17,113,308)*	*-80.6%*
Debt Service:							
-Principal	65,144,245	19,376,742	29,458,709	21,406,207	21,261,908	(144,299)	-0.7%
-Interest	15,937,949	10,421,421	11,397,362	10,833,140	10,223,908	(609,232)	-5.6%
Subtotal - Debt Service	*81,082,193*	*29,798,163*	*40,856,071*	*32,239,347*	*31,485,816*	*(753,531)*	*-2.3%*
Transfers Out	81,187,268	87,065,734	95,806,402	70,431,769	44,030,119	(26,401,650)	-37.5%
TOTAL EXPENDITURES	**396,740,789**	**348,911,224**	**376,577,068**	**391,569,903**	**319,940,815**	**(71,629,088)**	-18.3%

**includes ERP (CIP) Budget*

CITY OF SANTA FE

ALL FUNDS - REVENUES BY CATEGORY*

FY 2016/17 THROUGH FY 2020/21

CATEGORY	ACTUAL REVENUE FY 2016/17	ACTUAL REVENUE FY 2017/18	ACTUAL REVENUE FY 2018/19	FY 2019/20 MIDYEAR BUDGET	RECOMM. BUDGET FY 2020/21	AMOUNT CHANGE 19/20-20/21	PERCENT CHANGE 19/20-20/21
Local/State-Shared Taxes:							
-Gross Receipts Tax	103,147,009	110,811,262	110,878,967	112,704,293	90,858,566	(21,845,727)	-19.4%
-Property Tax	11,287,434	11,392,416	10,784,753	13,173,548	11,989,105	(1,184,443)	-9.0%
-Franchise Fees	4,104,877	4,397,467	4,845,849	5,312,033	4,566,228	(745,805)	-14.0%
-Lodgers' Tax	10,809,464	11,530,595	12,533,263	12,800,423	6,400,212	(6,400,211)	-50.0%
-Gasoline Tax	1,548,162	1,445,498	1,367,389	1,589,326	1,064,848	(524,478)	-33.0%
-Other Taxes	563,826	562,889	451,466	602,960	429,895	(173,065)	-28.7%
Subtotal - Taxes	*131,460,771*	*140,140,127*	*140,861,687*	*146,182,583*	*115,308,854*	*(30,873,729)*	*-21.1%*
Licenses & Permits:							
-Business Licenses	459,805	411,426	397,585	427,473	320,435	(107,038)	-25.0%
-Building/Zoning Permits	2,844,223	3,494,817	3,184,430	3,620,000	2,681,197	(938,803)	-25.9%
-Other Licenses & Permits	266,401	319,401	318,942	428,709	325,972	(102,737)	-24.0%
Subtotal - Licenses & Permits	*3,570,429*	*4,225,644*	*3,900,957*	*4,476,182*	*3,327,604*	*(1,148,578)*	*-25.7%*
Fees & Service Charges:							
-Airport Fees	1,263,842	1,937,650	1,626,667	2,311,228	547,942	(1,763,286)	-76.3%
-Ambulance Fees	4,209,915	2,544,706	2,497,386	2,800,000	2,520,000	(280,000)	-10.0%
-Civic Center Fees	392,378	789,730	720,912	820,277	246,527	(573,750)	-69.9%
-Housing Fees	259,311	611,540	638,572	635,000	476,250	(158,750)	-25.0%
-Impact Fees	1,104,380	1,621,261	2,676,788	1,700,000	1,307,537	(392,463)	-23.1%
-Insurance Premiums	28,033,614	28,182,348	28,113,122	30,557,104	30,330,607	(226,497)	-0.7%
-Meals Fees	53,674	52,096	48,436	56,331	39,430	(16,901)	-30.0%
-Parking Fees	4,710,913	4,833,610	5,587,612	5,183,963	3,732,204	(1,451,759)	-28.0%
-Planning/Land Use Fees	328,003	399,614	265,748	915,173	684,469	(230,704)	-25.2%
-Police/Court Fees	824,183	1,251,605	891,703	649,889	398,519	(251,370)	-38.7%
-Public Transportation Fees	376,896	358,140	346,451	390,052	156,021	(234,031)	-60.0%
-Recreation Fees	3,417,599	3,328,686	3,295,426	3,518,518	2,184,240	(1,334,278)	-37.9%
-Solid Waste Fees	20,910,384	20,040,359	20,394,990	21,145,892	19,563,859	(1,582,033)	-7.5%
-Wastewater Fees	12,254,426	13,197,506	13,205,600	13,814,227	11,742,094	(2,072,133)	-15.0%
-Water Fees	34,606,175	38,154,026	32,187,332	40,447,165	34,443,433	(6,003,732)	-14.8%
-Reimbursed Expenses	14,656,423	21,524,109	21,685,336	18,220,283	15,314,097	(2,906,186)	-16.0%
-Other Fees/Services	6,111,707	1,461,035	1,590,371	1,567,173	1,583,385	16,212	1.0%
Subtotal - Fees & Services	*133,513,821*	*140,288,022*	*135,772,451*	*144,732,275*	*125,270,614*	*(19,461,661)*	*-13.4%*
Fines & Forfeitures:							
-Parking Fines	424,250	684,963	660,040	649,170	460,023	(189,147)	-29.1%
-Violations Fines	225,831	265,339	113,915	125,617	96,234	(29,383)	-23.4%
-Other Fines & Forfeitures	374,982	317,838	308,089	360,468	239,003	(121,465)	-33.7%
Subtotal - Fines & Forfeitures	*1,025,062*	*1,268,140*	*1,082,044*	*1,135,255*	*795,260*	*(339,995)*	*-29.9%*
Rents/Royalties/Concessions:							
-Airport Rentals	203,686	111,377	127,915	116,025	58,014	(58,011)	-50.0%
-Equipment Rentals	37,677	39,110	38,187	41,365	24,819	(16,546)	-40.0%
-Parks & Recreation - Rentals	267,153	262,494	272,063	282,673	167,650	(115,023)	-40.7%
-Other Rentals	2,068,816	2,481,519	1,804,943	1,118,633	1,259,100	140,467	12.6%
Subtotal - Rents/Royalties	*2,577,332*	*2,894,500*	*2,243,107*	*1,558,696*	*1,509,583*	*(49,113)*	*-3.2%*
Miscellaneous Revenues:							
-Bond Proceeds	2,498,397	10,290,000	20,000,000	1,575,000	-	(1,575,000)	-100.0%
-Insurance Recoveries	28,884	12,016	54,267	20,000	20,000	-	0.0%
-Sales Revenue	546,356	598,675	342,110	306,221	225,410	(80,811)	-26.4%
-Other Misc. Revenue	2,580,249	4,785,778	6,353,953	2,540,602	1,244,303	(1,296,299)	-51.0%
Subtotal - Miscellaneous	*5,653,885*	*15,686,468*	*26,750,331*	*4,441,823*	*1,489,713*	*(2,952,110)*	*-66.5%*
Intergovernmental Grants:							
-State Grants	3,632,140	3,879,323	3,463,988	5,611,457	4,653,120	(958,337)	-17.1%
-Federal Grants	2,958,892	3,136,174	2,894,626	4,639,253	6,000,809	1,361,556	29.3%
-SF County Grants	72,709	61,107	194,015	2,398,024	2,230,072	(167,952)	-7.0%
-Other Grants	12,603	10,643	12,350	7,236,654	6,478,979	(757,675)	-10.5%
Subtotal - Intergovernmental	*6,676,344*	*7,087,247*	*6,564,979*	*19,885,388*	*19,362,980*	*(522,408)*	*-2.6%*
Interest on Investments	1,533,688	2,389,146	120,474	2,799,043	202,249	(2,596,794)	-92.8%
Transfers In	69,786,558	64,235,456	64,116,311	70,245,524	44,030,119	(26,215,405)	-37.3%
TOTAL REVENUES	**355,797,890**	**378,214,751**	**381,412,341**	**395,456,769**	**311,296,976**	**(84,159,793)**	**-21.3%**
Cash Reserves					22,411,605		
TOTAL FUNDING SOURCES				**395,456,769**	**333,708,581**	**(61,748,188)**	**-15.6%**

**includes ERP (CIP) Budget*

Over the last few years, the administration has built up the City's rainy day funds which will enable the City to continue investing in the City's core services and prioritize funding service-delivery levels to build and support our community initiatives. As part of the FY21 Recommended Budget, the City is proposing to use $22.4 million of the "rainy day funds," or surplus cash reserves, as a one-time measure, to limit the reduction of service levels until the City has a more accurate picture of the economic impact of the pandemic. The funds are listed below, as well as the amount and amount as a percent of surplus cash balances in each fund.

Fund Code		212
Fund Title		Economic Development
Beginning FY21 Estimated Cash Reserve	$	1,235,832
FY21 Revenue + Transfers In	$	755,230
FY21 Expenditures + Transfers Out	$	1,219,236
FY21 Expenditures More than Revenue	$	(464,006)
Ending FY21- Estimated Cash Reserves	$	771,826
Percent of Surplus Reserve Used in FY21		38%

Fund Code		213
Fund Title		Lodgers' Tax Fund
Beginning FY21 Estimated Cash Reserve	$	3,124,831
FY21 Revenue + Transfers In	$	6,561,329
FY21 Expenditures + Transfers Out	$	6,971,778
FY21 Expenditures More than Revenue	$	(410,449)
Ending FY21- Estimated Cash Reserves	$	2,714,382
Percent of Surplus Reserve Used in FY21		13%

Fund Code		240
Fund Title		Community Development
Beginning FY21 Estimated Cash Reserve	$	2,686,411
FY21 Revenue + Transfers In	$	2,522,481
FY21 Expenditures + Transfers Out	$	2,764,501
FY21 Expenditures More than Revenue	$	(242,020)
Ending FY21- Estimated Cash Reserves	$	2,444,391
Percent of Surplus Reserve Used in FY21		9%

Fund Code		252
Fund Title		Arts & Culture Grants
Beginning FY21 Estimated Cash Reserve	$	60,269
FY21 Revenue + Transfers In	$	6,667
FY21 Expenditures + Transfers Out	$	65,000
FY21 Expenditures More than Revenue	$	(58,333)
Ending FY21- Estimated Cash Reserves	$	1,936
Percent of Surplus Reserve Used in FY21		97%

Fund Code		255
Fund Title		Quality of Life
Beginning FY21 Estimated Cash Reserve	$	810,231
FY21 Revenue + Transfers In	$	-
FY21 Expenditures + Transfers Out	$	200,047
FY21 Expenditures More than Revenue	$	(200,047)
Ending FY21- Estimated Cash Reserves		25%

Fund Code		256
Fund Title		Recreation Programs
Beginning FY21 Estimated Cash Reserve	$	2,566,430
FY21 Revenue + Transfers In	$	1,313,621
FY21 Expenditures + Transfers Out	$	1,868,716
FY21 Expenditures More than Revenue	$	(555,095)
Ending FY21- Estimated Cash Reserves		22%

Fund Code		325
Fund Title		CIP Special Project
Beginning FY21 Estimated Cash Reserve	$	2,977,012
FY21 Revenue + Transfers In	$	1,247,271
FY21 Expenditures + Transfers Out	$	3,041,951
FY21 Expenditures More than Revenue	$	(1,794,680)
Ending FY21- Estimated Cash Reserves	$	1,182,332
Percent of Surplus Reserve Used in FY21		60%

Fund Code		330
Fund Title		CIP Streets & Roadways
Beginning FY21 Estimated Cash Reserve	$	4,054,306
FY21 Revenue + Transfers In	$	1,173,825
FY21 Expenditures + Transfers Out	$	2,302,277
FY21 Expenditures More than Revenue	$	(1,128,452)
Ending FY21- Estimated Cash Reserves	$	2,925,854
Percent of Surplus Reserve Used in FY21		28%

Over the last few years, the administration has built up the City's rainy day funds which will enable the City to continue investing in the City's core services and prioritize funding service-delivery levels to build and support our community initiatives. As part of the FY21 Recommended Budget, the City is proposing to use $22.4 million of the "rainy day funds," or surplus cash reserves, as a one-time measure, to limit the reduction of service levels until the City has a more accurate picture of the economic impact of the pandemic. The funds are listed below, as well as the amount and amount as a percent of surplus cash balances in each fund.

Fund Code		365
Fund Title		1/2% GRT Income Fund
Beginning FY21 Estimated Cash Reserve	$	3,273,721
FY21 Revenue + Transfers In	$	14,834,870
FY21 Expenditures + Transfers Out	$	15,979,588
FY21 Expenditures More than Revenue	$	(1,144,718)
Ending FY21- Estimated Cash Reserves	$	2,129,003
Percent of Surplus Reserve Used in FY21		35%

Fund Code		510
Fund Title		Environmental Services
Beginning FY21 Estimated Cash Reserve	$	19,792,496
FY21 Revenue + Transfers In	$	13,685,624
FY21 Expenditures + Transfers Out	$	14,627,626
FY21 Expenditures More than Revenue	$	(942,002)
Ending FY21- Estimated Cash Reserves	$	18,850,494
Percent of Surplus Reserve Used in FY21		5%

Fund Code		515
Fund Title		Railyard Properties
Beginning FY21 Estimated Cash Reserve	$	2,918,315
FY21 Revenue + Transfers In	$	702,636
FY21 Expenditures + Transfers Out	$	2,899,700
FY21 Expenditures More than Revenue	$	(2,197,064)
Ending FY21- Estimated Cash Reserves	$	721,251
Percent of Surplus Reserve Used in FY21		75%

Fund Code		520
Fund Title		Santa Fe Convention Center
Beginning FY21 Estimated Cash Reserve	$	7,125,791
FY21 Revenue + Transfers In	$	3,090,756
FY21 Expenditures + Transfers Out	$	5,930,149
FY21 Expenditures More than Revenue	$	(2,839,393)
Ending FY21- Estimated Cash Reserves	$	4,286,398
Percent of Surplus Reserve Used in FY21		40%

Fund Code		525
Fund Title		Midtown Property
Beginning FY21 Estimated Cash Reserve	$	1,437,083
FY21 Revenue + Transfers In	$	750,000
FY21 Expenditures + Transfers Out	$	2,181,800
FY21 Expenditures More than Revenue	$	(1,431,800)
Ending FY21- Estimated Cash Reserves	$	5,283
Percent of Surplus Reserve Used in FY21		99.6%

Fund Code		530
Fund Title		Municipal Recreation Complex
Beginning FY21 Estimated Cash Reserve	$	271,751
FY21 Revenue + Transfers In	$	1,017,842
FY21 Expenditures + Transfers Out	$	1,269,971
FY21 Expenditures More than Revenue	$	(252,129)
Ending FY21- Estimated Cash Reserves	$	19,622
Percent of Surplus Reserve Used in FY21		93%

Fund Code		540
Fund Title		Transit Bus System
Beginning FY21 Estimated Cash Reserve	$	8,940,907
FY21 Revenue + Transfers In	$	4,358,958
FY21 Expenditures + Transfers Out	$	10,361,909
FY21 Expenditures More than Revenue	$	(6,002,951)
Ending FY21- Estimated Cash Reserves	$	2,937,956
Percent of Surplus Reserve Used in FY21		67%

Fund Code		550
Fund Title		Genoveva Chavez Community Ctr
Beginning FY21 Estimated Cash Reserve	$	4,161,676
FY21 Revenue + Transfers In	$	1,314,486
FY21 Expenditures + Transfers Out	$	3,627,322
FY21 Expenditures More than Revenue	$	(2,312,836)
Ending FY21- Estimated Cash Reserves	$	1,848,840
Percent of Surplus Reserve Used in FY21		56%

Fund Code		600
Fund Title		Risk Management
Beginning FY21 Estimated Cash Reserve	$	5,092,063
FY21 Revenue + Transfers In	$	5,177,293
FY21 Expenditures + Transfers Out	$	5,521,186
FY21 Expenditures More than Revenue	$	(343,893)
Ending FY21- Estimated Cash Reserves	$	4,748,170
Percent of Surplus Reserve Used in FY21		7%

Fund Code		615
Fund Title		Unemployment Claims
Beginning FY21 Estimated Cash Reserve	$	109,015
FY21 Revenue + Transfers In	$	108,263
FY21 Expenditures + Transfers Out	$	200,000
FY21 Expenditures More than Revenue	$	(91,737)
Ending FY21- Estimated Cash Reserves	$	17,278
Percent of Surplus Reserve Used in FY21		84%

CITY OF SANTA FE

AFFORDABLE HOUSING DEPARTMENT - EXPENDITURES SUMMARY

FISCAL YEAR 2020/21 RECOMMENDED BUDGET

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	RECOMMENDED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Salaries, Wages & Benefits	151,082	298,416	282,026	279,330	(2,696)	-1.0%
Contractuals & Utilities	1,382,309	1,218,963	1,785,069	2,093,970	308,901	17.3%
Supplies	-	5	24,899	24,899	-	0.0%
Insurance	8,234	6,662	7,161	8,178	1,017	14.2%
Other Operating Costs	20,387	27,908	45,840	29,876	(15,964)	-34.8%
Transfers to Other Funds	75,000	101,315	-	-	-	N/A
TOTAL AFFORDABLE HOUSING	**1,637,011**	**1,653,269**	**2,144,995**	**2,436,253**	**291,258**	**13.6%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	RECOMMENDED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
General Fund	500,130	526,715	864,950	915,414	50,464	5.8%
Community Development	959,266	1,126,554	1,280,045	1,520,839	240,794	18.8%
Land Development	177,615	-	-	-	-	N/A
TOTAL AFFORDABLE HOUSING	**1,637,011**	**1,653,269**	**2,144,995**	**2,436,253**	**291,258**	**13.6%**

CITY OF SANTA FE

ARTS & CULTURE DEPARTMENT - EXPENDITURES SUMMARY

FISCAL YEAR 2020/21 RECOMMENDED BUDGET

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	RECOMMENDED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Salaries, Wages & Benefits	334,662	271,401	421,236	322,701	(98,535)	-23.4%
Contractuals & Utilities	165,887	203,258	289,700	212,500	(77,200)	-26.6%
Repairs & Maintenance	-	-	-	5,000	5,000	N/A
Supplies	41,631	28,958	27,450	17,050	(10,400)	-37.9%
Insurance	10,456	11,392	11,392	17,224	5,832	51.2%
Other Operating Costs	1,059,912	835,399	1,074,883	353,450	(721,433)	-67.1%
Transfers to Other Funds	108,269	80,185	139,474	-	(139,474)	-100.0%
TOTAL ARTS & CULTURE	**1,720,817**	**1,430,593**	**1,964,135**	**927,925**	**(1,036,210)**	**-52.8%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	RECOMMENDED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Lodgers' Tax Fund	1,531,433	1,231,353	1,789,660	813,625	(976,035)	-54.5%
Arts & Culture Grants	73,220	65,000	65,000	65,000	-	0.0%
Santa Fe Convention Center	116,164	134,239	109,475	49,300	(60,175)	-55.0%
TOTAL ARTS & CULTURE	**1,720,817**	**1,430,593**	**1,964,135**	**927,925**	**(1,036,210)**	**-52.8%**

CITY OF SANTA FE

ECONOMIC DEVELOPMENT DEPARTMENT - EXPENDITURES SUMMARY

FISCAL YEAR 2020/21 RECOMMENDED BUDGET

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	RECOMMENDED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Salaries, Wages & Benefits	891,444	866,055	1,049,721	951,378	(98,343)	-9.4%
Contractuals & Utilities	1,655,030	1,224,639	986,230	919,430	(66,800)	-6.8%
Supplies	15,720	5,858	12,208	1,150	(11,058)	-90.6%
Insurance	11,860	10,346	10,346	22,906	12,560	121.4%
Other Operating Costs	111,508	108,301	148,811	132,186	(16,625)	-11.2%
Transfers to Other Funds	20,000	20,000	526,284	20,000	(506,284)	-96.2%
TOTAL ECONOMIC DEVELOPMENT	**2,705,562**	**2,235,199**	**2,733,600**	**2,047,050**	**(686,550)**	**-25.1%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	RECOMMENDED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
General Fund	865,622	877,387	1,143,808	827,814	(315,994)	-27.6%
Economic Development	1,839,940	1,357,812	1,589,792	1,219,236	(370,556)	-23.3%
TOTAL ECONOMIC DEVELOPMENT	**2,705,562**	**2,235,199**	**2,733,600**	**2,047,050**	**(686,550)**	**-25.1%**

CITY OF SANTA FE

PLANNING & LAND USE DEPARTMENT - EXPENDITURES SUMMARY

FISCAL YEAR 2020/21 RECOMMENDED BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	RECOMMENDED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Land Use Administration	1,605,350	1,365,979	2,374,805	1,306,173	(1,068,632)	-45.0%
Building Permit Division	632,005	734,387	763,411	582,841	(180,570)	-23.7%
Current Planning	672,584	669,984	727,826	765,923	38,097	5.2%
Historic Preservation	373,256	281,446	478,202	669,690	191,488	40.0%
Inspections & Enforcement	1,460,888	1,429,997	1,399,283	1,531,256	131,973	9.4%
Long-Range Planning	203,746	3,478	107,541	-	(107,541)	-100.0%
Metropolitan Planning Organization	308,443	346,702	399,666	402,807	3,141	0.8%
Technical Review	392,361	345,641	448,073	451,036	2,963	0.7%
TOTAL PLANNING & LAND USE	**5,648,632**	**5,177,613**	**6,698,807**	**5,709,726**	**(989,081)**	**-14.8%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	RECOMMENDED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Salaries, Wages & Benefits	4,373,108	4,156,482	5,198,514	4,589,014	(609,500)	-11.7%
Contractuals & Utilities	111,029	235,516	551,000	382,500	(168,500)	-30.6%
Repairs & Maintenance	103	-	1,844	1,844	-	0.0%
Supplies	75,249	87,653	86,934	67,660	(19,274)	-22.2%
Insurance	126,452	95,768	102,960	207,136	104,176	101.2%
Other Operating Costs	882,243	602,193	734,482	441,572	(292,910)	-39.9%
Capital Purchases	64,348	-	23,073	-	(23,073)	-100.0%
Transfers to Other Funds	16,100	-	-	20,000	20,000	N/A
TOTAL PLANNING & LAND USE	**5,648,632**	**5,177,613**	**6,698,807**	**5,709,726**	**(989,081)**	**-14.8%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	RECOMMENDED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
General Fund	5,339,159	4,830,911	6,299,141	5,246,919	(1,052,222)	-16.7%
Transportation Grants	308,443	346,702	399,666	402,807	3,141	0.8%
Historic Preservation	1,030	-	-	60,000	60,000	N/A
TOTAL PLANNING & LAND USE	**5,648,632**	**5,177,613**	**6,698,807**	**5,709,726**	**(989,081)**	**-14.8%**

CITY OF SANTA FE

RECREATION DEPARTMENT - EXPENDITURES SUMMARY

FISCAL YEAR 2020/21 RECOMMENDED BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	RECOMMENDED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Recreation Administration	2,681,347	2,414,859	3,237,063	2,314,986	(922,077)	-28.5%
Genoveva Chavez Community Ctr.	4,245,437	4,302,083	4,849,902	3,627,322	(1,222,580)	-25.2%
TOTAL RECREATION	**6,926,784**	**6,716,942**	**8,086,965**	**5,942,308**	**(2,144,657)**	**-26.5%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	RECOMMENDED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Salaries, Wages & Benefits	3,129,308	3,701,458	4,294,423	3,609,541	(684,882)	-15.9%
Contractuals & Utilities	1,098,413	1,121,513	1,269,415	942,231	(327,184)	-25.8%
Repairs & Maintenance	119,607	300,022	201,650	123,100	(78,550)	-39.0%
Supplies	267,014	319,250	384,450	315,100	(69,350)	-18.0%
Insurance	193,374	205,329	161,499	275,066	113,567	70.3%
Other Operating Costs	919,831	972,527	1,511,404	677,270	(834,134)	-55.2%
Capital Purchases	81,882	25,141	-	-	-	N/A
Transfers to Other Funds	1,117,354	71,702	264,124	-	(264,124)	-100.0%
TOTAL RECREATION	**6,926,784**	**6,716,942**	**8,086,965**	**5,942,308**	**(2,144,657)**	**-26.5%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	RECOMMENDED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
General Fund	2,597,019	2,317,164	3,125,363	2,280,586	(844,777)	-27.0%
Quality of Life	13,226	17,037	20,700	17,500	(3,200)	-15.5%
Recreation Programs	26,360	24,279	27,900	16,900	(11,000)	-39.4%
Special Recreation Leagues	44,742	56,379	63,100	-	(63,100)	-100.0%
Genoveva Chavez Community Ctr	4,245,437	4,302,083	4,849,902	3,627,322	(1,222,580)	-25.2%
TOTAL RECREATION	**6,926,784**	**6,716,942**	**8,086,965**	**5,942,308**	**(2,144,657)**	**-26.5%**

CITY OF SANTA FE

TOURISM SANTA FE - EXPENDITURES SUMMARY

FISCAL YEAR 2020/21 RECOMMENDED BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	RECOMMENDED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Santa Fe Civic Center	4,505,403	5,674,497	8,100,164	9,154,518	1,054,354	13.0%
Visitors Bureau	5,114,848	4,481,615	5,126,165	3,397,281	(1,728,884)	-33.7%
TOTAL TOURISM SANTA FE	**9,620,251**	**10,156,112**	**13,226,329**	**12,551,799**	**(674,530)**	**-5.1%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	RECOMMENDED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Salaries, Wages & Benefits	2,801,754	2,642,045	2,952,772	2,880,846	(71,926)	-2.4%
Contractuals & Utilities	1,230,154	1,229,303	1,463,364	812,678	(650,686)	-44.5%
Repairs & Maintenance	89,504	129,386	125,436	121,000	(4,436)	-3.5%
Supplies	155,105	198,961	236,022	137,487	(98,535)	-41.7%
Insurance	66,246	57,441	57,503	89,185	31,682	55.1%
Other Operating Costs	2,838,989	2,872,687	2,878,075	1,921,263	(956,812)	-33.2%
Capital Purchases	169,823	259,987	2,436,166	60,000	(2,376,166)	-97.5%
Debt Service	2,175,234	2,746,817	3,076,991	3,255,671	178,680	5.8%
Transfers to Other Funds	93,442	19,486	-	3,273,669	3,273,669	N/A
TOTAL TOURISM SANTA FE	**9,620,251**	**10,156,112**	**13,226,329**	**12,551,799**	**(674,530)**	**-5.1%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	RECOMMENDED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Lodgers' Tax Fund	5,114,848	4,481,615	5,126,165	3,397,281	(1,728,884)	-33.7%
Santa Fe Convention Center	2,297,991	2,917,686	5,023,123	5,880,849	857,726	17.1%
Enterprise Debt Service	2,207,412	2,756,811	3,077,041	3,273,669	196,628	6.4%
TOTAL TOURISM SANTA FE	**9,620,251**	**10,156,112**	**13,226,329**	**12,551,799**	**(674,530)**	**-5.1%**

CITY OF SANTA FE

COMMUNITY SERVICES DEPARTMENT - EXPENDITURES SUMMARY

FISCAL YEAR 2020/21 RECOMMENDED BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	RECOMMENDED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Community Services Administration	1,301,530	1,031,836	1,250,196	1,568,072	317,876	25.4%
Library	4,727,519	4,434,434	5,275,397	4,863,637	(411,760)	-7.8%
Senior Services	6,397,967	6,662,073	7,151,028	7,703,054	552,026	7.7%
Youth & Family	3,426,287	3,420,857	4,196,397	4,108,183	(88,214)	-2.1%
TOTAL COMMUNITY SERVICES	**15,853,303**	**15,549,199**	**17,873,018**	**18,242,946**	**369,928**	**2.1%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	RECOMMENDED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Salaries, Wages & Benefits	6,346,714	6,439,118	7,298,556	6,629,045	(669,511)	-9.2%
Contractuals & Utilities	3,026,687	2,908,705	3,296,869	4,242,101	945,232	28.7%
Repairs & Maintenance	52,849	38,912	73,118	35,693	(37,425)	-51.2%
Supplies	1,318,048	1,328,437	1,456,667	1,465,727	9,060	0.6%
Insurance	397,166	346,533	370,663	324,172	(46,491)	-12.5%
Other Operating Costs	948,509	950,146	1,295,242	1,065,998	(229,244)	-17.7%
Capital Purchases	226,789	121,404	613,118	606,118	(7,000)	-1.1%
Transfers to Other Funds	3,536,540	3,415,944	3,468,785	3,874,092	405,307	11.7%
TOTAL COMMUNITY SERVICES	**15,853,303**	**15,549,199**	**17,873,018**	**18,242,946**	**369,928**	**2.1%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	RECOMMENDED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
General Fund	8,090,860	7,792,008	8,910,360	9,087,736	177,376	2.0%
Law Enforcement	129,345	128,080	197,000	217,091	20,091	10.2%
Community Development	1,203,659	959,580	1,147,606	1,176,106	28,500	2.5%
Senior Citizen Grants/Programs	3,731,097	3,879,417	4,297,463	4,589,507	292,044	6.8%
Library	940,087	893,133	1,109,304	1,150,480	41,176	3.7%
Quality of Life	109,327	123,066	170,210	170,210	-	0.0%
Recreation Programs	1,645,008	1,768,528	2,034,275	1,851,816	(182,459)	-9.0%
Special Recreation Leagues	3,920	5,387	6,800	-	(6,800)	-100.0%
TOTAL COMMUNITY SERVICES	**15,853,303**	**15,549,199**	**17,873,018**	**18,242,946**	**369,928**	**2.1%**

CITY OF SANTA FE

EMERGENCY MANAGEMENT DEPARTMENT - EXPENDITURES SUMMARY

FISCAL YEAR 2020/21 RECOMMENDED BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	RECOMMENDED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Emergency Management	415,166	494,037	428,794	259,382	(169,412)	-39.5%
Safety Division	1,949,282	2,437,096	2,523,804	2,265,060	(258,744)	-10.3%
TOTAL EMERGENCY MANAGEMENT	**2,364,449**	**2,931,133**	**2,952,598**	**2,524,442**	**(428,156)**	**-14.5%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	RECOMMENDED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Salaries, Wages & Benefits	674,773	606,712	637,739	402,048	(235,691)	-37.0%
Contractuals & Utilities	150,481	79,265	465,405	473,556	8,151	1.8%
Repairs & Maintenance	54,814	51,278	4,000	4,000	-	0.0%
Supplies	20,361	14,491	56,510	72,460	15,950	28.2%
Insurance	1,237,798	1,827,293	1,558,004	1,570,278	12,274	0.8%
Other Operating Costs	148,556	126,744	137,932	2,100	(135,832)	-98.5%
Capital Purchases	51,972	86,082	82,265	-	(82,265)	-100.0%
Transfers to Other Funds	25,693	139,268	10,743	-	(10,743)	-100.0%
TOTAL EMERGENCY MANAGEMENT	**2,364,449**	**2,931,133**	**2,952,598**	**2,524,442**	**(428,156)**	**-14.5%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	RECOMMENDED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
General Fund	-	-	-	118,796	118,796	N/A
Emergency Services	415,166	494,037	428,794	140,586	(288,208)	-67.2%
Risk Management	669,468	570,377	904,800	628,915	(275,885)	-30.5%
Workers' Compensation	1,279,814	1,866,719	1,619,004	1,636,145	17,141	1.1%
TOTAL EMERGENCY MANAGEMENT	**2,364,449**	**2,931,133**	**2,952,598**	**2,524,442**	**(428,156)**	**-14.5%**

CITY OF SANTA FE

FIRE DEPARTMENT - EXPENDITURES SUMMARY

FISCAL YEAR 2020/21 RECOMMENDED BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	RECOMMENDED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Fire Administration	16,724,803	13,525,067	4,720,053	2,205,060	(2,514,993)	-53.3%
Fire Operations	1,681,604	4,941,926	14,933,914	14,888,772	(45,142)	-0.3%
Support Services	2,137,663	2,562,718	5,097,893	4,499,867	(598,026)	-11.7%
TOTAL FIRE DEPARTMENT	**20,544,070**	**21,029,712**	**24,751,860**	**21,593,699**	**(3,158,161)**	**-12.8%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	RECOMMENDED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Salaries, Wages & Benefits	17,151,179	17,485,194	19,261,009	17,456,340	(1,804,669)	-9.4%
Contractuals & Utilities	290,085	394,145	779,810	505,011	(274,799)	-35.2%
Repairs & Maintenance	114,460	92,712	149,337	99,052	(50,285)	-33.7%
Supplies	868,198	804,330	1,038,918	604,541	(434,377)	-41.8%
Insurance	379,416	307,704	338,313	207,433	(130,880)	-38.7%
Other Operating Costs	713,131	747,925	959,431	1,098,160	138,729	14.5%
Capital Purchases	289,640	1,016,480	2,044,183	1,500,000	(544,183)	-26.6%
Transfers to Other Funds	737,960	181,222	180,859	123,162	(57,697)	-31.9%
TOTAL FIRE DEPARTMENT	**20,544,070**	**21,029,712**	**24,751,860**	**21,593,699**	**(3,158,161)**	**-12.8%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	RECOMMENDED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
General Fund	19,826,058	19,370,551	21,121,351	19,545,791	(1,575,560)	-7.5%
Emergency Services	629,427	1,159,218	2,603,653	2,004,504	(599,149)	-23.0%
Fire Environmental Service	88,586	499,943	1,026,856	43,404	(983,452)	-95.8%
TOTAL FIRE DEPARTMENT	**20,544,070**	**21,029,712**	**24,751,860**	**21,593,699**	**(3,158,161)**	**-12.8%**

CITY OF SANTA FE

POLICE DEPARTMENT - EXPENDITURES SUMMARY

FISCAL YEAR 2020/21 RECOMMENDED BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	RECOMMENDED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Police Administration	10,452,515	10,397,388	11,800,116	8,455,846	(3,344,270)	-28.3%
Police Operations	17,386,089	17,223,581	16,448,112	16,523,433	75,321	0.5%
TOTAL POLICE DEPARTMENT	**27,838,604**	**27,620,969**	**28,248,228**	**24,979,279**	**(3,268,949)**	**-11.6%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	RECOMMENDED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Salaries, Wages & Benefits	20,008,310	19,864,595	19,005,788	18,744,886	(260,902)	-1.4%
Contractuals & Utilities	1,455,348	1,161,567	1,429,010	1,207,400	(221,610)	-15.5%
Repairs & Maintenance	43,089	37,685	64,000	49,000	(15,000)	-23.4%
Supplies	882,712	930,831	1,169,300	926,116	(243,184)	-20.8%
Insurance	1,188,630	1,304,098	1,342,665	1,293,288	(49,377)	-3.7%
Other Operating Costs	2,641,486	2,381,983	3,297,911	2,354,893	(943,018)	-28.6%
Capital Purchases	943,725	1,674,512	1,889,250	403,696	(1,485,554)	-78.6%
Transfers to Other Funds	675,304	265,697	50,304	-	(50,304)	-100.0%
TOTAL POLICE DEPARTMENT	**27,838,604**	**27,620,969**	**28,248,228**	**24,979,279**	**(3,268,949)**	**-11.6%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	RECOMMENDED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
General Fund	24,087,914	24,056,361	25,051,326	22,676,029	(2,375,297)	-9.5%
Animal Services	16,268	63,727	68,000	49,940	(18,060)	-26.6%
Law Enforcement	3,734,422	3,500,881	3,128,902	2,253,310	(875,592)	-28.0%
TOTAL POLICE DEPARTMENT	**27,838,604**	**27,620,969**	**28,248,228**	**24,979,279**	**(3,268,949)**	**-11.6%**

CITY OF SANTA FE

FINANCE DEPARTMENT - EXPENDITURES SUMMARY

FISCAL YEAR 2020/21 RECOMMENDED BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	RECOMMENDED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Finance Administration	1,767,999	1,423,612	1,777,208	873,129	(904,079)	-50.9%
Accounting	3,070,103	1,978,826	1,737,806	1,311,557	(426,249)	-24.5%
Budget	15,285,245	16,377,557	17,843,868	13,025,618	(4,818,250)	-27.0%
Fleet Management	1,213,309	1,302,827	1,511,792	1,358,968	(152,824)	-10.1%
Grants Management	-	-	-	609,150	609,150	N/A
Payroll	-	575	276,484	354,038	77,554	28.1%
Purchasing	358,115	265,681	431,528	424,062	(7,466)	-1.7%
Risk Management	9,446,660	5,271,135	6,085,141	4,892,271	(1,192,870)	-19.6%
Treasurer	588,112	744,826	644,882	498,414	(146,468)	-22.7%
TOTAL FINANCE DEPARTMENT	**31,729,544**	**27,365,039**	**30,308,709**	**23,347,207**	**(6,961,502)**	**-23.0%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	RECOMMENDED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Salaries, Wages & Benefits	7,501,142	3,735,201	3,927,970	3,954,510	26,540	0.7%
Contractuals & Utilities	818,526	722,086	907,152	918,652	11,500	1.3%
Repairs & Maintenance	104,090	259,246	304,600	255,000	(49,600)	-16.3%
Supplies	545,399	593,125	520,287	440,572	(79,715)	-15.3%
Insurance	3,635,169	3,454,339	4,101,501	4,443,136	341,635	8.3%
Other Operating Costs	674,330	606,811	1,221,115	397,814	(823,301)	-67.4%
Capital Purchases	40,368	14,772	23,500	-	(23,500)	-100.0%
Transfers to Other Funds	18,410,520	17,979,459	19,302,584	12,937,523	(6,365,061)	-33.0%
TOTAL FINANCE DEPARTMENT	**31,729,544**	**27,365,039**	**30,308,709**	**23,347,207**	**(6,961,502)**	**-23.0%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	RECOMMENDED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
General Fund	5,792,505	4,471,734	5,434,020	4,421,864	(1,012,156)	-18.6%
Capital Equipment Reserve	16,365	12,656	-	-	-	N/A
1/2% GRT Income Fund	15,260,705	16,306,687	17,277,756	12,674,104	(4,603,652)	-26.6%
Risk Management	9,446,660	5,271,135	6,085,141	4,892,271	(1,192,870)	-19.6%
Services to Other Depts	1,213,309	1,302,827	1,511,792	1,358,968	(152,824)	-10.1%
TOTAL FINANCE DEPARTMENT	**31,729,544**	**27,365,039**	**30,308,709**	**23,347,207**	**(6,961,502)**	**-23.0%**

CITY OF SANTA FE

GENERAL GOVERNMENT - EXPENDITURES SUMMARY

FISCAL YEAR 2020/21 RECOMMENDED BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	RECOMMENDED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Mayor & Council	814,148	972,776	992,696	870,368	(122,328)	-12.3%
City Manager	1,173,816	1,128,731	804,804	318,732	(486,072)	-60.4%
City Attorney	1,787,063	1,673,443	2,672,377	2,214,350	(458,027)	-17.1%
Internal Audit	110,921	19,722	172,180	161,683	(10,497)	-6.1%
Municipal Court	2,318,920	1,643,006	2,290,019	1,651,729	(638,290)	-27.9%
TOTAL GENERAL GOVERNMENT	**6,204,868**	**5,437,677**	**6,932,076**	**5,216,862**	**(1,715,214)**	**-24.7%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	RECOMMENDED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Salaries, Wages & Benefits	4,058,245	3,904,913	4,001,931	3,661,184	(340,747)	-8.5%
Contractuals & Utilities	673,490	546,577	1,531,324	729,950	(801,374)	-52.3%
Repairs & Maintenance	3,972	7,029	11,886	9,000	(2,886)	-24.3%
Supplies	70,912	95,012	130,847	181,229	50,382	38.5%
Insurance	102,523	82,402	88,574	145,716	57,142	64.5%
Other Operating Costs	1,179,059	676,764	1,030,514	489,783	(540,731)	-52.5%
Capital Purchases	-	65,881	-	-	-	N/A
Transfers to Other Funds	116,667	59,100	137,000	-	(137,000)	-100.0%
TOTAL GENERAL GOVERNMENT	**6,204,868**	**5,437,677**	**6,932,076**	**5,216,862**	**(1,715,214)**	**-24.7%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	RECOMMENDED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
General Fund	5,367,006	5,174,199	6,578,924	5,176,282	(1,402,642)	-21.3%
Franchise Fee Fund	23,558	22,006	20,000	-	(20,000)	-100.0%
Law Enforcement	814,304	241,472	333,152	40,580	(292,572)	-87.8%
TOTAL GENERAL GOVERNMENT	**6,204,868**	**5,437,677**	**6,932,076**	**5,216,862**	**(1,715,214)**	**-24.7%**

CITY OF SANTA FE

COMMUNITY ENGAGEMENT DEPARTMENT - EXPENDITURES SUMMARY

FISCAL YEAR 2020/21 RECOMMENDED BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	RECOMMENDED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
City Clerk	1,754,306	1,213,673	1,431,910	825,700	(606,210)	-42.3%
Constituent Services	390,171	450,189	781,128	876,639	95,511	12.2%
TOTAL COMMUNITY ENGAGEMENT	**2,144,477**	**1,663,862**	**2,213,038**	**1,702,339**	**(510,699)**	**-23.1%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	RECOMMENDED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Salaries, Wages & Benefits	1,094,854	1,164,921	1,402,956	1,207,684	(195,272)	-13.9%
Contractuals & Utilities	390,932	125,289	325,200	234,755	(90,445)	-27.8%
Repairs & Maintenance	12,020	11,227	55,070	27,811	(27,259)	-49.5%
Supplies	53,275	21,715	25,060	17,275	(7,785)	-31.1%
Insurance	33,752	28,809	31,116	35,993	4,877	15.7%
Other Operating Costs	300,644	161,900	223,636	176,745	(46,891)	-21.0%
Transfers to Other Funds	259,000	150,000	150,000	2,076	(147,924)	-98.6%
TOTAL COMMUNITY ENGAGEMENT	**2,144,477**	**1,663,862**	**2,213,038**	**1,702,339**	**(510,699)**	**-23.1%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	RECOMMENDED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
General Fund	1,811,507	1,663,862	2,213,038	1,702,339	(510,699)	-23.1%
Public Campaign Financing	332,969	-	-	-	-	N/A
TOTAL COMMUNITY ENGAGEMENT	**2,144,477**	**1,663,862**	**2,213,038**	**1,702,339**	**(510,699)**	**-23.1%**

CITY OF SANTA FE

HUMAN RESOURCES DEPARTMENT - EXPENDITURES SUMMARY

FISCAL YEAR 2020/21 RECOMMENDED BUDGET

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	RECOMMENDED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Salaries, Wages & Benefits	1,289,287	1,265,884	3,275,101	3,312,189	37,088	1.1%
Contractuals & Utilities	996,640	851,233	1,239,041	1,148,791	(90,250)	-7.3%
Repairs & Maintenance	-	27,499	1,319	-	(1,319)	-100.0%
Supplies	36,102	45,378	38,065	30,900	(7,165)	-18.8%
Insurance	20,705,536	22,017,913	22,969,367	22,580,674	(388,693)	-1.7%
Other Operating Costs	207,492	179,474	325,842	98,417	(227,425)	-69.8%
Capital Purchases	5,299	33,762	-	-	-	N/A
Transfers to Other Funds	202,962	75,000	225,000	75,000	(150,000)	-66.7%
TOTAL HUMAN RESOURCES	**23,443,317**	**24,496,143**	**28,073,735**	**27,245,971**	**(827,764)**	**-2.9%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	RECOMMENDED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
General Fund	1,444,277	1,343,918	3,671,121	3,455,838	(215,283)	-5.9%
Santa Fe Health/Dental	21,960,758	23,019,170	24,202,614	23,590,133	(612,481)	-2.5%
Unemployment Claims	38,282	133,056	200,000	200,000	-	0.0%
TOTAL HUMAN RESOURCES	**23,443,317**	**24,496,143**	**28,073,735**	**27,245,971**	**(827,764)**	**-2.9%**

CITY OF SANTA FE

INFORMATION TECHNOLOGY & TELECOMMUNICATIONS - EXPENDITURES SUMMARY*

FISCAL YEAR 2020/21 RECOMMENDED BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	RECOMMENDED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
ITT Administration	3,081,978	793,534	4,338,136	2,204,327	(2,133,809)	-49.2%
End User Services	338,923	720,801	559,492	659,257	99,765	17.8%
Enterprise Application Services	2,176,658	2,255,504	3,511,048	2,919,042	(592,006)	-16.9%
Enterprise Resource Planning*	1,561,271	1,768,662	1,429,646	3,041,951	1,612,305	112.8%
Infrastructure Services	3,414,852	3,830,637	5,056,665	4,243,595	(813,070)	-16.1%
TOTAL INFO. TECH. & TELECOMM.	**10,573,683**	**9,369,138**	**14,894,987**	**13,068,172**	**(1,826,815)**	**-12.3%**

SUMMARY BY CATEGORY*	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	RECOMMENDED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Salaries, Wages & Benefits	3,023,524	2,939,694	3,123,725	3,771,289	647,564	20.7%
Contractuals & Utilities	2,693,773	3,258,913	3,831,059	4,149,253	318,194	8.3%
Repairs & Maintenance	382,376	314,012	222,500	176,388	(46,112)	-20.7%
Supplies	2,220,455	1,535,673	2,441,722	1,993,693	(448,029)	-18.3%
Insurance	84,663	104,090	68,423	89,111	20,688	30.2%
Other Operating Costs	1,155,599	1,128,797	1,863,558	1,478,167	(385,391)	-20.7%
Capital Purchases	79,155	76,959	213,000	163,000	(50,000)	-23.5%
Transfers to Other Funds	934,138	11,000	3,131,000	1,247,271	(1,883,729)	-60.2%
TOTAL INFO. TECH. & TELECOMM.	**10,573,683**	**9,369,138**	**14,894,987**	**13,068,172**	**(1,826,815)**	**-12.3%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	RECOMMENDED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
1/2% GRT Income Fund	1,335,413	77,445	3,360,513	1,476,784	(1,883,729)	-56.1%
Special Projects CIP Fund*	1,561,271	1,768,662	1,429,646	3,041,951	1,612,305	112.8%
Services to Other Depts	7,676,999	7,523,031	10,104,828	8,549,437	(1,555,391)	-15.4%
TOTAL INFO. TECH. & TELECOMM.	**10,573,683**	**9,369,138**	**14,894,987**	**13,068,172**	**(1,826,815)**	**-12.3%**

**includes ERP (CIP) Budget*

CITY OF SANTA FE

PUBLIC UTILITIES DEPARTMENT - EXPENDITURES SUMMARY

FISCAL YEAR 2020/21 RECOMMENDED BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	RECOMMENDED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Public Utilities Administration	709,825	457,053	784,486	932,625	148,139	18.9%
Environmental Services	15,777,175	12,512,407	21,199,816	14,695,182	(6,504,634)	-30.7%
Utility Customer Service	4,931,160	4,020,062	4,728,917	3,717,801	(1,011,116)	-21.4%
Wastewater Management	14,695,858	27,776,026	14,630,433	12,649,130	(1,981,303)	-13.5%
Water Operations	33,359,611	27,610,455	30,698,017	27,358,195	(3,339,822)	-10.9%
TOTAL PUBLIC UTILITIES	**69,473,630**	**72,376,003**	**72,041,669**	**59,352,933**	**(12,688,736)**	**-17.6%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	RECOMMENDED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Salaries, Wages & Benefits	11,474,965	17,006,409	19,730,044	17,670,381	(2,059,663)	-10.4%
Contractuals & Utilities	6,955,608	7,047,567	10,182,369	8,074,700	(2,107,669)	-20.7%
Repairs & Maintenance	2,259,388	2,181,777	2,830,008	2,071,999	(758,009)	-26.8%
Supplies	2,073,088	2,425,113	3,163,223	2,427,557	(735,666)	-23.3%
Insurance	894,565	1,354,224	1,021,576	1,090,271	68,695	6.7%
Other Operating Costs	13,093,308	11,273,207	16,205,792	14,189,029	(2,016,763)	-12.4%
Capital Purchases	3,635,953	6,116,560	4,789,549	820,904	(3,968,645)	-82.9%
Debt Service	6,993,671	7,309,980	8,912,213	8,011,766	(900,447)	-10.1%
Transfers to Other Funds	22,093,084	17,661,165	5,206,895	4,996,326	(210,569)	-4.0%
TOTAL PUBLIC UTILITIES	**69,473,630**	**72,376,003**	**72,041,669**	**59,352,933**	**(12,688,736)**	**-17.6%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	RECOMMENDED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
General Fund	313,335	270,652	286,886	-	(286,886)	-100.0%
Community Development	21,511	37,019	84,599	67,556	(17,043)	-20.1%
Waste Water Management	14,695,858	22,035,862	14,630,433	12,649,130	(1,981,303)	-13.5%
Water Management	23,983,716	27,610,455	30,697,282	27,358,195	(3,339,087)	-10.9%
Environmental Services	15,442,329	12,204,736	20,828,331	14,627,626	(6,200,705)	-29.8%
Utilities Administration	5,640,985	4,477,115	5,513,403	4,650,426	(862,977)	-15.7%
Enterprise Acquisition	5,629,530	-	-	-	-	N/A
Enterprise Debt Service	3,746,365	5,740,164	735	-	(735)	-100.0%
TOTAL PUBLIC UTILITIES	**69,473,630**	**72,376,003**	**72,041,669**	**59,352,933**	**(12,688,736)**	**-17.6%**

CITY OF SANTA FE

PUBLIC WORKS DEPARTMENT - EXPENDITURES SUMMARY

FISCAL YEAR 2020/21 RECOMMENDED BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	RECOMMENDED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Public Works Administration	2,282,217	2,014,361	2,535,856	3,021,749	485,893	19.2%
Airport Division	2,846,582	2,994,894	3,633,298	3,777,148	143,850	4.0%
Engineering Division	5,065,854	5,309,323	6,400,418	4,788,633	(1,611,785)	-25.2%
Facilities Maintenance	4,785,251	4,403,016	5,526,593	4,523,209	(1,003,384)	-18.2%
Midtown Campus	2,222,114	3,938,543	4,589,164	3,860,058	(729,106)	-15.9%
Municipal Recreation Complex	3,507,235	3,254,084	3,421,598	2,577,798	(843,800)	-24.7%
Parking Division	5,726,756	6,191,838	9,252,673	5,498,294	(3,754,379)	-40.6%
Parks Division	7,124,657	6,208,292	7,399,636	6,633,646	(765,990)	-10.4%
Streets & Drainage Maintenance	5,248,856	5,328,520	7,036,070	4,912,512	(2,123,558)	-30.2%
Transit	8,876,291	10,448,956	11,085,481	10,799,779	(285,702)	-2.6%
TOTAL PUBLIC WORKS	**47,685,812**	**50,091,828**	**60,880,787**	**50,392,826**	**(10,487,961)**	**-17.2%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	RECOMMENDED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
Salaries, Wages & Benefits	19,601,514	21,652,349	23,065,289	21,570,932	(1,494,357)	-6.5%
Contractuals & Utilities	6,341,325	6,466,685	8,466,194	6,373,868	(2,092,326)	-24.7%
Repairs & Maintenance	1,126,680	1,421,546	3,797,407	2,357,880	(1,439,527)	-37.9%
Supplies	1,838,363	1,965,460	2,352,120	1,828,318	(523,802)	-22.3%
Insurance	1,220,133	1,555,008	1,611,240	1,529,674	(81,566)	-5.1%
Other Operating Costs	4,366,406	4,200,002	5,432,387	4,916,340	(516,047)	-9.5%
Capital Purchases	1,462,972	1,634,357	4,916,722	422,200	(4,494,522)	-91.4%
Debt Service	6,184,161	6,061,251	5,878,253	5,887,032	8,779	0.1%
Transfers to Other Funds	5,544,258	5,135,170	5,361,175	5,506,582	145,407	2.7%
TOTAL PUBLIC WORKS	**47,685,812**	**50,091,828**	**60,880,787**	**50,392,826**	**(10,487,961)**	**-17.2%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2017/18	ACTUAL EXPENDITURES 2018/19	2019/20 MIDYEAR BUDGET	RECOMMENDED BUDGET 2020/21	$ CHANGE 2019/20 vs. 2020/21	% CHANGE 2019/20 vs. 2020/21
General Fund	16,975,358	15,582,566	18,710,744	17,158,076	(1,552,668)	-8.3%
City Drainage Fund	1,231,164	1,693,525	2,180,485	948,219	(1,232,266)	-56.5%
Impact Fees Fund	-	475,000	-	-	-	N/A
Transportation Grants	88,758	76,475	94,655	95,059	404	0.4%
Plaza Use Fund	25,517	24,603	25,000	15,000	(10,000)	-40.0%
Quality of Life	23,638	38,064	67,500	12,337	(55,163)	-81.7%
Streets & Roadways	3,250,836	2,212,308	3,821,060	2,302,277	(1,518,783)	-39.7%
1/2% GRT Income Fund	1,721,575	1,833,027	2,254,321	1,828,700	(425,621)	-18.9%
Railyard Properties	2,053,155	1,903,722	2,190,015	2,899,700	709,685	32.4%
Midtown Campus	4,788	1,443,720	2,891,334	2,181,800	(709,534)	-24.5%
Municipal Recreation Complex	1,579,142	1,563,067	1,795,031	1,269,971	(525,060)	-29.3%
Parking	4,788,042	5,492,040	8,313,337	4,337,384	(3,975,953)	-47.8%
Transit Bus System	8,444,949	10,029,623	10,647,745	10,361,909	(285,836)	-2.7%
Airport	2,741,038	2,911,055	3,633,298	2,517,588	(1,115,710)	-30.7%
Enterprise Debt Service	4,757,850	4,813,033	4,256,262	4,464,806	208,544	4.9%
TOTAL PUBLIC WORKS	**47,685,812**	**50,091,828**	**60,880,787**	**50,392,826**	**(10,487,961)**	**-17.2%**

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

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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.

IMPACT DataSource

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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

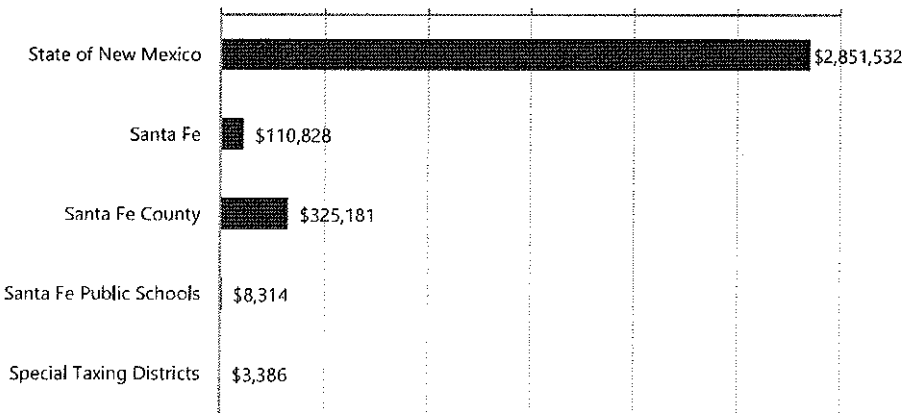
The Project will generate additional benefits and costs for local taxing districts, a summary of which is provided below. The source of specific benefits and costs are provided in greater detail for each taxing district on subsequent pages. Overall, the City will receive approximately $110,800 in net 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

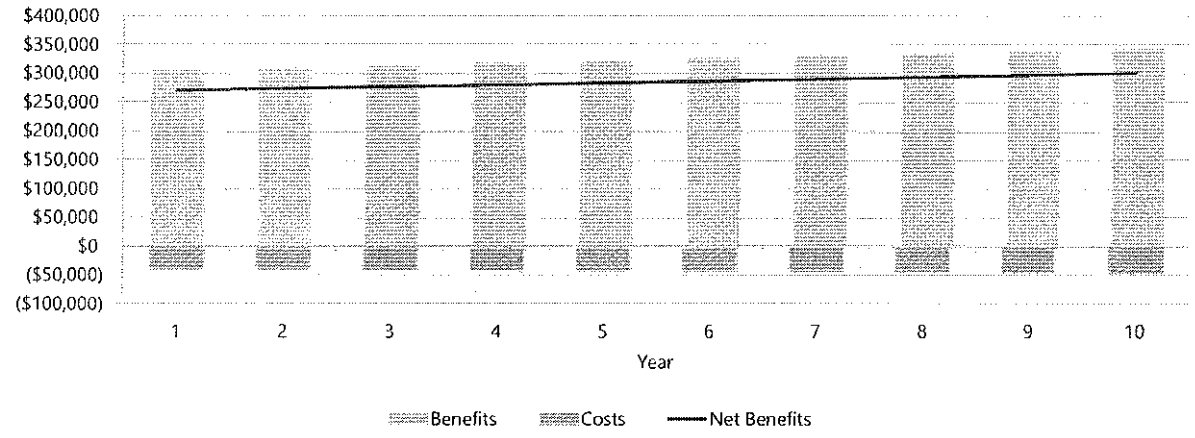
The table below displays the estimated additional benefits to be received by the State of New Mexico over the first 10 years. The project is expected to have a small effect on the statewide population and therefore some additional statewide costs to provide additional services were estimated for the 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



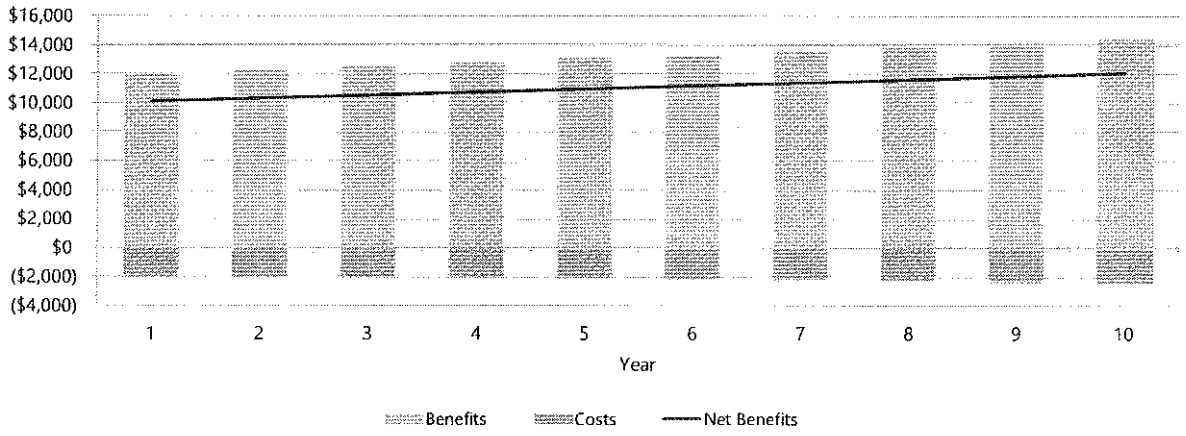
Santa Fe

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.

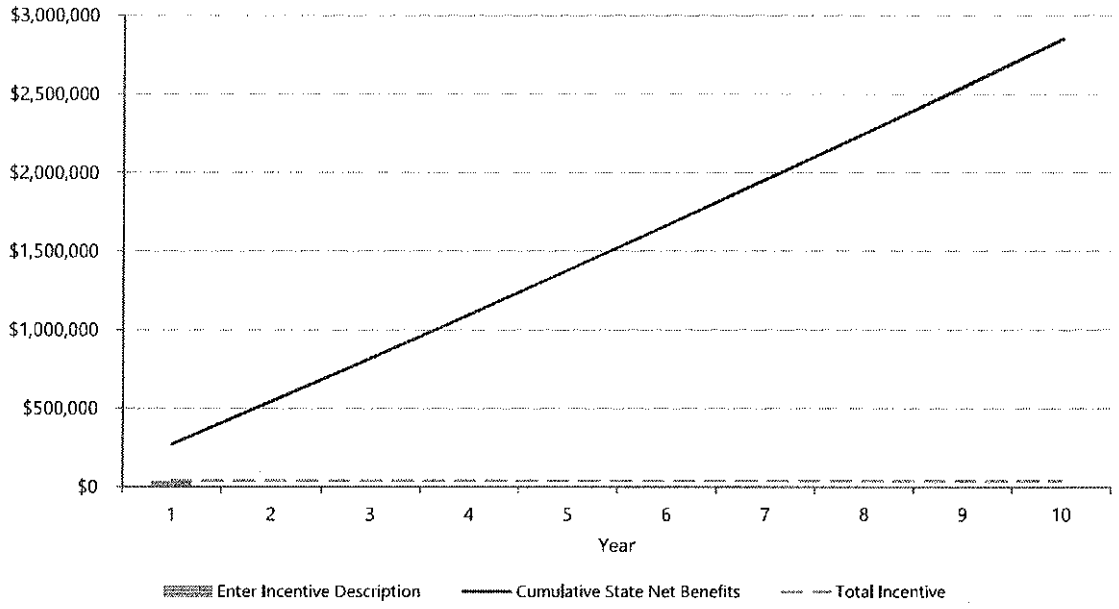
Table 19. Analysis of State Incentives

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: July 8, 2020 for the July 29, 2020 Governing Body Meeting

TO: Members of the Governing Body

VIA: Jarel LaPan Hill
Jarel Lapan Hill, City Manager
Eli Isaacson, Land Use Department Director ESI
Noah Berke, Planner Manager N L B

FROM: Lee Logston, Land Use Planner Senior, Current Planning Division

Case #2019-19. 4000 and 4100 Geo Lane General Plan Amendment. John Reeder, Agent, for GEO Park, LLC, Owner, requests approval of a General Plan Amendment to amend the existing General Plan Future Land Use designation for approximately 8.59 acres from Institutional to Low Density Residential. The project site consists of two parcels located at 4000 and 4100 Geo Lane. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136).

Case # 2019-20. 4000 and 4100 Geo Lane Rezoning. John Reeder, Agent, for GEO Park, LLC, Owner, requests a rezoning from R-1 (Residential- one dwelling unit per acre) to R-5 (Residential- five dwelling units per acre). The properties are located at 4000 and 4100 Geo Lane and total approximately 8.59 acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136).

I. RECOMMENDATION:

The Governing Body should **APPROVE** Case No. 2019-19 and 2019-20 as recommended by the Planning Commission.

Two motions will be required, one for each case.

Sample motions for case #2019-19:

- ***Move to approve*** *the request for a General Plan Future Land Use Amendment to change the designation of 4000 and 4100 Geo Lane from Institutional to Low Density Residential (3-7 dwelling units per acre), and to adopt the findings of the Planning Commission as outlined in section II.A of the staff report;*

  or

- ***Move to deny*** *the request for a General Plan Future Land Use Amendment to change the designation of 4000 and 4100 Geo Lane from Institutional to Low Density Residential (3-7 dwelling units per acre), and to direct staff to draft proposed findings of fact and conclusions of law reflecting the Governing Body's decision.*

Sample motions for case #2019-20:

- ***Move to approve*** *the request to rezone 4000 and 4100 Geo Lane from R-1 (Residential-one dwelling unit per acre) to R-5 (Residential-five dwelling units per acre), and to adopt the findings of the Planning Commission as outlined in section II.B of the staff report;*

  or

- ***Move to deny*** *the request to rezone 4000 and 4100 Geo Lane from R-1 (Residential-one dwelling unit per acre) to R-5 (Residential-five dwelling units per acre), and to direct staff to draft proposed findings of fact and conclusions of law reflecting the Governing Body's decision.*

II. EXECUTIVE SUMMARY

The Applicant requests (1) approval of a General Plan Amendment to change the Future Land Use designation from Institutional to Low Density Residential (3-7 dwelling units per acre), and (2) a rezoning from R-1 (Residential-one dwelling unit per acre) to R-5 (Residential-five dwelling units per acre). The subject site is comprised of two properties totaling approximately 8.59 acres at 4000 and 4100 Geo Lane. Both requests relate to Applicant's plan to create a forty-two-lot single family home subdivision. The property is surrounded on three sides by a mix of residential land uses up to R-12 (Residential- twelve units per acre) density and is bordered to the east by sparsely developed Mixed Use zoned land.

While this area is governed by the Southwest Area Master Plan (SWAMP), the SWAMP gives no detailed guidance for development this property, merely labeling it as Institutional and noting that institutional land uses exist in the area and will continue to exist in the future. The SWAMP gives more detailed guidance for development of the large mixed-use area to the east, and is generally supportive of low-density housing in the area.

The Planning Commission conducted a public hearing on June 6, 2019 for the General Plan Amendment and for what was then an R-6 rezoning request. The Commission found that Applicant had satisfied all the criteria set forth in SFCC 14-3.2 (Amendments to the General Plan) and that housing was appropriate at that location, and adopted findings of fact and conclusions of law recommending that the Governing Body should approve the General Plan Amendment request. The Commission tabled the rezoning request, asking the applicant to consider lower density and to attempt to address concerns raised by Commissioners and members of the public at the hearing.

The applicant returned to the Planning Commission on February 6, 2020 with a reduced density R-5 rezoning request and a 42-lot preliminary subdivision. After much deliberation about vehicular access to Geo Lane, the Commission once again tabled the rezoning request (and therefore the subdivision proposal), asking the applicant to return with more data about traffic safety at the intersections of Paseo del Sol and Geo Lane, and to work with the City Traffic Engineer to see if the left turn bay on Airport Road to Geo lane could be lengthened for additional left turn queuing.

The applicant returned to the Planning Commission on June 4, 2020 with the requested additional accident and traffic data, as well as approval from the City Traffic Engineer to reconfigure the left turn bay, increasing its length by 25 feet to allow queuing for one more vehicle. The Commission found that Applicant had satisfied all the criteria set forth in SFCC 14-3.5(C) (Rezoning Approval Criteria) and adopted findings of fact and conclusions of law recommending that the Governing Body should approve the rezoning request. The Commission

also gave approval to a 42-lot preliminary subdivision, conditioned on the Governing Body approving the General Plan Amendment and rezoning. While the Applicant will return to the Planning Commission with a final subdivision if the Governing Body approves the General Plan Amendment and rezoning, the Governing Body is not considering or making a decision on the subdivision itself.

Applicants have complied with the procedural requirements for a General Plan Amendment and rezoning, including Santa Fe City Code (SFCC) Subsection 14-3.1(H), Notice Requirements; Subsection 14-3.1(E), Pre-application Conference (conducted February 14, 2019); and Subsection 14-3.1(F), Early Neighborhood Notification (ENN) (conducted April 9, 2019).

A. General Plan Amendment

In considering the General Plan Amendment, the Governing Body must base its decision on the approval criteria and balancing test set forth in SFCC Subsection 14-3.2(E)(1), as follows:

(1) The planning commission and the governing body shall review all general plan amendment proposals on the basis of the following criteria, and shall make complete findings of fact sufficient to show that these criteria have been met before recommending or approving any amendment to the general plan:
   (a) consistency with growth projections for Santa Fe, economic development goals as set forth in a comprehensive economic development plan for Santa Fe and existing land use conditions such as access and availability of infrastructure;
   (b) consistency with other parts of the general plan;
   (c) the amendment does not:
      (i) allow uses or a change that is significantly different from or inconsistent with the prevailing use and character in the area; or
      (ii) affect an area of less than two acres, except when adjusting boundaries between districts; or
      (iii) benefit one or a few landowners at the expense of the surrounding landowners or the general public;
   (d) an amendment is not required to conform with Subsection 14-3.2{E)(1)(c) if it promotes the general welfare or has other adequate public advantage or justification;
   (e) compliance with extraterritorial zoning ordinances and extraterritorial plans;
   (f) contribution to a coordinated, adjusted and harmonious development of Santa Fe that in accordance with existing and future needs best promotes health, safety, morals, order, convenience, prosperity or the general welfare, as well as efficiency and economy in the process of development; and
   (g) consideration of conformity with other city policies, including land use policies, ordinances, regulations and plans.

If the Governing Body agrees with the Planning Commission's analysis of the General Plan Amendment criteria set forth in Subsection 14-3.2(E)(1), Staff recommends that the Governing Body adopt the Findings of Fact of the Planning Commission as follows:

(1) Pursuant to SFCC Section 14-3.2(E)(1)(a), the Governing Body finds that the proposal is consistent with existing land use conditions and that there is access to available infrastructure.
(2) Pursuant to SFCC Section 14-3.2(E)(1)(b), the Governing Body finds that the proposal is consistent with other parts of the general plan.
(3) Pursuant to SFCC Section 14-3.2(E)(1)(c), the Governing Body finds that the proposed use is not inconsistent with the prevailing use and character in the area, that the Project

is well over the 2 acre minimum required for a general plan amendment, and that it will not benefit one or a few landowners at the expense of the surrounding landowners or the general public, as long as the resulting density is appropriate for the surrounding area.

(4) The Governing Body finds that the criteria in SFCC Section 14-3.2{E)(1)(d) is not applicable to this case.

(5) The Governing Body finds that the criteria in SFCC Section 14-3.2{E)(1)(e) is not applicable to this case.

(6) Pursuant to SFCC Section 14-3.2{E)(1)(f), the Governing Body finds that housing at that location would promote the general welfare and contribute to the harmonious development of Santa Fe as long as the resulting density and design proposal are appropriate for the surrounding area.

(7) Pursuant to SFCC Section 14-3.2(E)(1)(g), the Governing Body has considered conformity with other city policies, including land use policies, ordinances, regulations, and plans.

(8) The Governing Body finds that the additional criteria in SFCC Section 14-3.2(E)(2) are not applicable to this case because the proposal would not amend the land use policies section of the general plan.

(9) The Governing Body finds that the additional criteria in SFCC Section 14-3.2(E)(3) are not applicable to this case because the proposal does not involve the adoption of a neighborhood plan.

B. Rezoning

In considering the rezoning, the Governing Body must base its decision on the approval criteria and balancing test set forth in SFCC Subsection 14-3.5(C), as follows:

(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
   (e) the existing and proposed infrastructure, such as the streets system, sewer and water lines, and public facilities, such as fire stations, will be able to accommodate the impacts of the proposed development.

(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.

If the Governing Body agrees with the Planning Commission's analysis of the Subsection 14-3.5(C) criteria, Staff recommends that the Governing Body adopt the Findings of Fact of the Planning Commission as follows:

(1) Pursuant to SFCC Section 14-3.5(C)(1)(a)(ii), the Governing Body finds that the rezoning is justified because the proposed density is consistent with surrounding residential neighborhood, additional housing would be more advantageous to the city than additional institutional land uses, and the rezoning is consistent with the Southwest Area Master Plan (SWAMP).
(2) Pursuant to SFCC Section 14-3.5(C)(1)(b), the Governing Body finds that all the rezoning requirements of Chapter 14 have been met.
Pursuant to SFCC Section 14-3.5(C)(1)(c), the Governing Body finds that the rezoning is consistent with the applicable policies of the general plan and the SWAMP. R-5 zoning is consistent with the recommended future land use map designation of Residential Low Density (3-7 dwelling units per acre).
(3) Pursuant to SFCC Section 14-3.5(C)(1)(d), the Governing Body finds that the property is of sufficient size for rezoning, is located in an area that was annexed to provide for future growth, and that rezoning the property to accommodate residential infill is consistent with city policies regarding the provision of urban land sufficient to meet the growth needs of the city.
(4) Pursuant to SFCC Section 14-3.5(C)(1)(e), the Governing Body finds that the existing and proposed infrastructure will be able to accommodate the impacts of the proposed development. Furthermore, the Applicant is making improvements to the westbound left-turn bay to improve left turn safety onto Geo Lane.
(5) Pursuant to SFCC Section 14-3.5(C)(2)(a), the Governing Body finds that the proposed change in density will not result in a change in character inconsistent with the prevailing use and character of the area, and that the R-5 zoning is consistent with the surrounding density.
(6) Pursuant to SFCC Section 14-3.5(C)(2)(b), the Governing Body finds that the proposed rezoning is permissible because it would not affect an area of less than two acres.
(7) Pursuant to SFCC Section 14-3.5(C)(2)(c), the Governing Body finds that the proposed rezoning will not benefit one or a few landowners at the expense of the surrounding landowners or general public.
(8) Pursuant to SFCC Section 14-3.5(D), the Governing Body finds that the proposed additional density can be accommodated by the existing and proposed road infrastructure.

EXHIBITS

Exhibit A – Draft Resolution and Bill

1. Resolution for General Plan Amendment
2. Bill for Rezoning

Exhibit B – Planning Commission Staff Reports and Packets

1. June 6, 2019 Staff Report, Relevant Packet Material, Findings and Minutes
2. February 6, 2020 Staff Report, Relevant Packet Material and Minutes
3. June 4, 2020 Staff Report, Relevant Packet Material, Findings and Minutes

City of Santa Fe, New Mexico

Governing Body Meeting
July 29, 2020

Exhibit A

1. **Resolution for General Plan Amendment**
2. **Bill for Rezoning**

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-___

A RESOLUTION

AMENDING THE GENERAL PLAN FUTURE LAND USE MAP DESIGNATION FROM INSTITUTIONAL TO LOW DENSITY RESIDENTIAL (3-7 DWELLING UNITS PER ACRE) FOR PROPERTY COMPRISING AN AREA OF APPROXIMATELY 8.59 ACRES LOCATED AT 4000 AND 4100 GEO LANE, (4000 AND 4100 GEO LANE GENERAL PLAN AMENDMENT, CASE NO. 2019-19).

WHEREAS, the agent for the owners of two parcels of land comprising approximately 8.59 acres located at 4000 and 4100 Geo Lane within Section 12, T.16N., R.8E., N.M.P.M., in Santa Fe County, New Mexico (the "Property"), has submitted an application to amend the General Plan Future Land Use Map classification of the Property from Institutional to Low Density Residential; and

WHEREAS, the Planning Commission at its June 6, 2019 meeting voted to recommend to the Governing Body a change from Institutional to Low Density Residential (3-7 dwelling units per acre); and

WHEREAS, pursuant to Section 3-19-9 NMSA 1978, the General Plan may be amended,

extended, or supplemented; and

WHEREAS, the Governing Body held a public hearing on the proposed amendment; reviewed the staff report, the recommendation of the Planning Commission, and the evidence obtained at the public hearing; and determined that the proposed amendment to the General Plan, as recommended by the Planning Commission, meets the approval criteria set forth in Section 14-3.2(E) SFCC 1987; and

WHEREAS, reclassification of the Property would be consistent with the General Plan Themes and Policies for Land Use and Growth Management (General Plan, Chapters 3 and 4) in that the reclassification would provide affordable, infill housing at the General Plan stated target density of five to seven dwelling units per acre; and

WHEREAS, the reclassification of the Property would allow for uses that are consistent with the prevailing uses and character of the area; and

WHEREAS, the Property has suitable access to and availability of necessary infrastructure; and

WHEREAS, the Governing Body desires to provide for more coordinated, adj usted, and harmonious development in the area of Airport Road that would not have adverse impacts on the surrounding neighborhood.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the General Plan Fut ure Land Use Map designation for the Property described is amended to change the designation from Institutional to Low Density Residential (3-7 dwelling units per acre), as shown in Exhibit A, attached hereto.

PASSED, APPROVED, and ADOPTED this ____ day of _____ 20 20.

ALAN WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/4000 and 4100 Geo Lane GP Amendment

Exhibit A

Tract 1 Legal Description

A certain tract of land, Tract 1, lying and being situated at within Projected Section 12, Township 16 North, Range 8 East, N.M.P.M., City of Santa Fe, Santa Fe County, New Mexico and being further described as follows;

Beginning at the Southeast corner of said tract, from which an Aluminum monument set in concrete and stamped "Santa Fe Control No. 1007", bears South 20°07'39" East, a distance of 218.21', thence North 49°43'43" West, a distance of 45.39';

Thence from said point of beginning, North 89°47'37" West, a distance of 632.23' to a calculated point being the Southwest corner of said tract;
Thence North 16°55'32" West, a distance of 402.20' to a rebar with cap No. 5217 being the Northwest corner of said tract;
Thence North 88°45'55" East, a distance of 602.85' to a calculated point being the Northeast corner of said tract;
Thence South 20°07'39" East, a distance of 426.06' to a calculated point, the Point of Beginning.

Containing 5.579 acres, more or less, all as shown on plat entitled "Land Division Prepared for Praise Tabernacle," prepared by Bernie A. Alarid, N.M.P.L.S. No. 5338, recorded in Book 666, Page 21 on October 10, 2007 at the Santa Fe County Clerk's Office.

M K Noonan 07/31/19

Mitchel K. Noonan N.M.P.L.S. No. 6998



Exhibit A

Tract 2 Legal Description

A certain tract of land, Tract 2, lying and being situated at within Projected Section 12, Township 16 North, Range 8 East, N.M.P.M., City of Santa Fe, Santa Fe County, New Mexico and being further described as follows;

Beginning at the Southeast corner of said tract, from which an Aluminum monument set in concrete and stamped "Santa Fe Control No. 1007", bears North 49°43'43" West, a distance of 45.39';

Thence from said point of beginning, North 89°47'50" West, a distance of 644.98' to a rebar with cap No. 5217 being the Southwest corner of said tract;
Thence North 16°55'32" West, a distance of 214.15' to a calculated point being the Northwest corner of said tract;
Thence South 89°47'37" East, a distance of 632.23' to a calculated point being the Northeast corner of said tract;
Thence South 20°07'39" East, a distance of 218.21' to a 1/2" iron pipe, the Point of Beginning.

Containing 3.000 acres, more or less, all as shown on plat entitled "Land Division Prepared for Praise Tabernacle," prepared by Bernie A. Alarid, N.M.P.L.S. No. 5338, recorded in Book 666, Page 21 on October 10, 2007 at the Santa Fe County Clerk's Office.

07/31/19

Mitchel K. Noonan N.M.P.L.S. No. 6998



CITY OF SANTA FE, NEW MEXICO

BILL NO. 2020-16

AN ORDINANCE

AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SANTA FE AND CHANGING THE CLASSIFICATION FROM R-1 (RESIDENTIAL – 1 DWELLING UNIT PER ACRE) TO R-5 (RESIDENTIAL – 5 DWELLING UNITS PER ACRE) WITH RESPECT TO A CERTAIN PARCEL OF LAND COMPRISING APPROXIMATELY 8.59 ACRES WITHIN SECTION 12, T.16N., R.8E., N.M.P.M., SANTA FE COUNTY, NEW MEXICO, LOCATED AT 4000 AND 4100 GEO LANE, (CASE NO. 2019-20, 4000 AND 4100 GEO LANE REZONING).

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. The following real property (the "Property") located within the municipal boundaries of the City of Santa Fe, which has been restricted and classified as R-1 (Residential – 1 dwelling unit per acre) is hereby restricted to and reclassified to R-5 (Residential – 5 dwelling units per acre):

Tract 1, the parcel of land comprising approximately 5.58 acres generally located at 4000 Geo Lane, lying within Section 12, T.16N., R.8E., N.M.P.M., Santa Fe County, New

Mexico, more fully described in the Legal Description in EXHIBIT A, attached hereto and incorporated by reference;

and

Tract 2, the parcel of land comprising approximately 3.01 acres generally located at 4100 Geo Lane, lying within Section 12, T.16N., R.8E., N.M.P.M., Santa Fe County, New Mexico, more fully described in the Legal Description in EXHIBIT A, attached hereto and incorporated by reference.

Section 2. The official zoning map of the City of Santa Fe adopted by Ordinance No. 2001-27 is hereby amended to conform to the change in zoning classification for the Property

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

EXHIBIT A

Tract 1 Legal Description

A certain tract of land, Tract 1, lying and being situated at within Projected Section 12, Township 16 North, Range 8 East, N.M.P.M., City of Santa Fe, Santa Fe County, New Mexico and being further described as follows;

Beginning at the Southeast corner of said tract, from which an Aluminum monument set in concrete and stamped "Santa Fe Control No. 1007", bears South 20°07'39" East, a distance of 218.21', thence North 49°43'43" West, a distance of 45.39';

Thence from said point of beginning, North 89°47'37" West, a distance of 632.23' to a calculated point being the Southwest corner of said tract;
Thence North 16°55'32" West, a distance of 402.20' to a rebar with cap No. 5217 being the Northwest corner of said tract;
Thence North 88°45'55" East, a distance of 602.85' to a calculated point being the Northeast corner of said tract;
Thence South 20°07'39" East, a distance of 426.06' to a calculated point, the Point of Beginning.

Containing 5.579 acres, more or less, all as shown on plat entitled "Land Division Prepared for Praise Tabernacle," prepared by Bernie A. Alarid, N.M.P.L.S. No. 5338, recorded in Book 666, Page 21 on October 10, 2007 at the Santa Fe County Clerk's Office.

M K Noonan 07/31/19

Mitchel K. Noonan N.M.P.L.S. No. 6998



EXHIBIT A

Tract 2 Legal Description

A certain tract of land, Tract 2, lying and being situated at within Projected Section 12, Township 16 North, Range 8 East, N.M.P.M., City of Santa Fe, Santa Fe County, New Mexico and being further described as follows;

Beginning at the Southeast corner of said tract, from which an Aluminum monument set in concrete and stamped "Santa Fe Control No. 1007", bears North 49°43'43" West, a distance of 45.39';

Thence from said point of beginning, North 89°47'50" West, a distance of 644.98' to a rebar with cap No. 5217 being the Southwest corner of said tract;
Thence North 16°55'32" West, a distance of 214.15' to a calculated point being the Northwest corner of said tract;
Thence South 89°47'37" East, a distance of 632.23' to a calculated point being the Northeast corner of said tract;
Thence South 20°07'39" East, a distance of 218.21' to a 1/2" iron pipe, the Point of Beginning.

Containing 3.000 acres, more or less, all as shown on plat entitled "Land Division Prepared for Praise Tabernacle," prepared by Bernie A. Alarid, N.M.P.L.S. No. 5338, recorded in Book 666, Page 21 on October 10, 2007 at the Santa Fe County Clerk's Office.

07/31/19

Mitchel K. Noonan N.M.P.L.S. No. 6998



City of Santa Fe, New Mexico

Governing Body Meeting
July 29, 2020

Exhibit B 1

Planning Commission Staff Reports and Packets

June 6, 2019 Staff Report, Relevant Packet Material, Findings and Minutes

EXHIBIT B1

Land Use Department
Planning Commission Staff Report

Case No:	2019-19 & 2019-20
Hearing Date:	June 6, 2019
Applicant:	John Reeder
Request:	General Plan Amendment and Rezoning
Location:	4000 & 4100 Geo Lane
Case Mgr.:	Lee Logston
Zoning:	R-1 (Residential- one dwelling unit per acre)
Overlay:	None
Pre-app Mtg:	December 27, 2018
ENN Mtg:	January 31, 2019
Proposal:	General Plan Amendment from Institutional to Low Density Residential and Rezone from R-1 (Residential- one dwelling unit per acre) to R-6 (Residential- six dwelling units per acre)for 48 residential lots on 8.59 acres.



Case # 2019-19. 4000 and 4100 Geo Lane General Plan Amendment. John Reeder, Agent, for GEO Park, LLC, Owner, requests approval of a General Plan Amendment to amend the existing General Plan Future Land Use designation for approximately 8.59 acres from Institutional to Low Density Residential. The properties are located at 4000 and 4100 Geo Lane. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136).

Case # 2019-20. 4000 and 4100 Geo Lane Rezoning. John Reeder, Agent, for GEO Park, LLC, Owner, requests a rezoning from R-1 (Residential- one dwelling unit per acre) to R-6 (Residential- six dwelling units per acre). The properties are located at 4000 and 4100 Geo Lane and total approximately 8.59 acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136).

I. RECOMMENDATION:

The Planning Commission should recommend **APPROVAL** of both requests.

Two motions will be required in this case:

- *Recommend that the Governing Body approve or deny the General Plan Amendment request from Institutional to Low Density Residential, subject to findings as recommended by staff. Conditions of*

approval are not applicable to General Plan amendments (Case #2019-19).

- *Recommend the Governing Body approve or deny the rezoning request from R-1 (Residential- one dwelling unit per acre) to R-6 (Residential- six dwelling units per acre), with the conditions of approval as outlined in this report (Case #2019-20)*

II. CONDITIONS OF APPROVAL

Staff recommends the following conditions of approval:

#	Condition of Approval	Dept. or Division	To be completed by:
1	An Agreement to Construct and Dedicate (ACD) from the Water Division may be required for this project. A water plan must be submitted directly to the Water Division and approved prior to obtaining an ACD. (Case #2019-20)	Public Utilities/Water Division	Prior to Obtaining Water Service
2	The Developer shall provide sufficient sight distance at the subdivisions access to Geo Lane and Buffalo Grass Road. These sight triangles shall be in accordance with AASHTO standards and shall be reviewed and approved by the City's Public Works Department. (Case #2019-20)	Engineering Division/Traffic	Prior to Subsequent Submittal
3	The Developer shall build sidewalk along the subdivision's frontage with Geo Lane and Buffalo Grass Road. The developer shall dedicate any needed right-of-way for these improvements. The Developer shall also extend both of these sidewalks north to connect with Airport Road sidewalk, right-of-way permitting. (Case #2019-20)	Engineering Division/Traffic Land Use Department/Technical Review Division	Prior to Subsequent Submittal
4	The Developer shall provide a signing and striping plan. (Case #2019-20)	Engineering Division/Traffic	Prior to Subsequent Submittal
5	The Developer shall provide LED street lighting at all intersections, cul-de-sacs, and major curves. These lights shall be mounted on 23' poles per NMDOT specifications. The type of LED to be used shall be reviewed and approved by the City's Public Works Department. (Case #2019-20)	Engineering Division/Traffic	Prior to Subsequent Submittal

6	Final details on the proposed storm drain system to be provided, specifically: 1. The conveyance pathway via the proposed curb and gutter and/or through a subsurface storm drain system; and 2. The final design calculations the proposed retention pond. (Case #2019-20)	Land Use Department/ Technical Review Division	Prior to Subsequent Submittal
7	The Developer shall fulfill all obligations of the Santa Fe Homes Program (SFHP) as documented in a SFHP agreement finalized and recorded as part of final development documents.	Office of Affordable Housing	Prior to Final Subdivision

Following standard practice, redline comments will be provided to the surveyor who shall make any necessary changes to comply with technical corrections, and submit the corrected plat in Mylar. The "technical corrections" that must be made to the plat prior to recordation are found in Appendix A.

III. EXECUTIVE SUMMARY:

The Applicant is requesting a General Plan Amendment from Institutional to Low Density Residential, and a rezoning from R-1 to R-6, with the intent of subdividing the properties totaling +/- 8.59 acres into a 48 lot subdivision. The properties are currently vacant.

Two components make up the Applicant's request:

1. General Plan Amendment to change the Future Land Use Designation from Institutional to Low Density Residential; and
2. Rezoning to change the City Zoning Map from R-1 (Residential- one dwelling unit per acre) to R-6 (Residential- six dwelling units per acre).

The Planning Commission's recommendation will proceed to the City Council for final decision on both the General Plan amendment and rezoning. If the General Plan amendment and rezoning are approved, a preliminary subdivision plat application will come before the Commission for future consideration.

Per SFCC §14-3.2(A), the purpose and intent of General Plan amendments is to guide the city's land use decisions. The regulations, restrictions and policies of the city affecting development must be in accordance with the General Plan as provided in Section 3-21-5 NMSA 1978. Approval of General Plan amendments and rezonings are appropriate where it can be shown that the changes are in the public interest. Specific criteria include evaluation of land use compatibility and infrastructure adequacy.

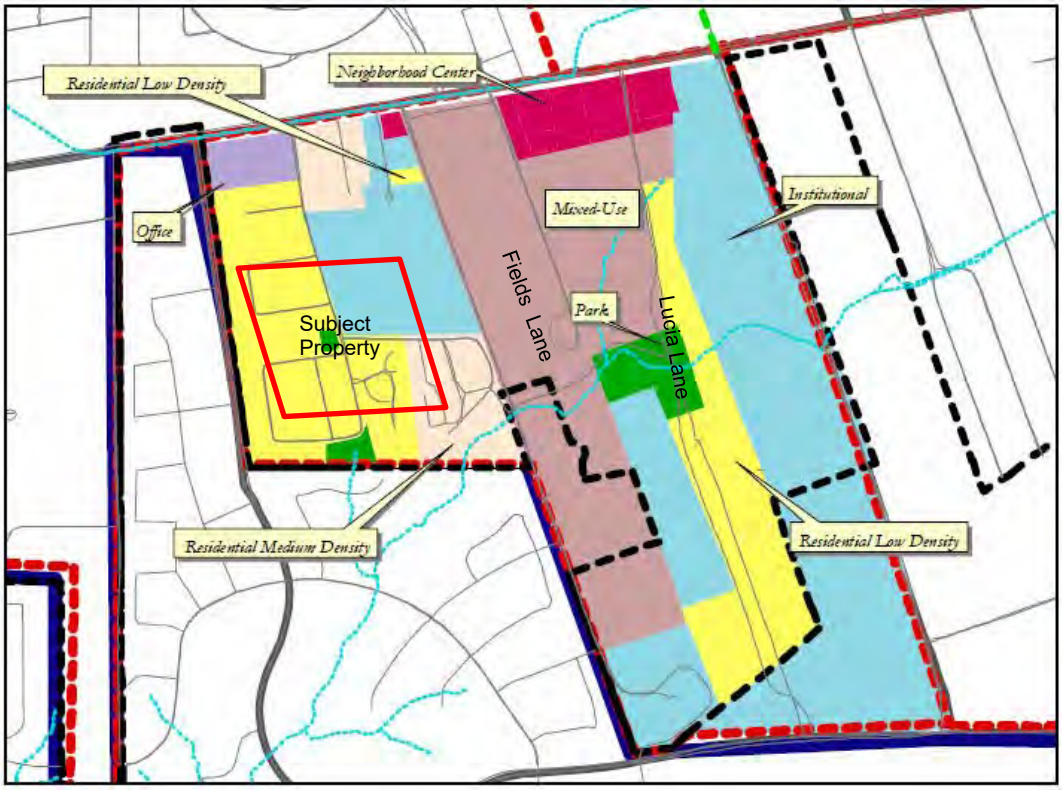
IV. BACKGROUND AND MASTER PLAN ANALYSIS

The subject site consists of two vacant parcels of approximately 5.59 and 3.0 acres, totaling approximately 8.59 acres. This property does not require archaeological clearance as it is under 10 acres. While the site is near Airport Road, it is not actually within the Airport Road Overlay District. The project is within the Southwest Santa Fe Community Master Plan (SWAMP) planning area. Specifically, they are within the Southcentral Neighborhood Plan Area (SCNPA) of the SWAMP. The SCNPA is *"located generally north and east of Tierra Contenta, and is bounded by Airport Road and South Meadows Drive":*

> "In area, it is the smallest of the seven planning units. The plan area can generally be described as an "eclectic" assembly of uses, patterns, and densities. The area form is more the absence of any defining urban pattern, but with several distinguishing land use characteristics. Many of the property owners generally regard their area as a collection of mixed-uses ranging from agriculture, to art and crafts, to institutional, industrial and residential. There are also several instances of live/work type uses occurring in the area. The high proportion of institutional uses and live/work scenarios dominate the neighborhood area." (SWAMP, page 14).

The SWAMP references Neighborhood Activity Centers (schools, churches) and Neighborhood Cores (parks). One specific recommendation of the SWAMP is that a developed public park with pedestrian connections along the natural drainage feature between Lucia and Fields Lanes should be incorporated as the area develops. The SWAMP goes into detail about mixed use development surrounding this Neighborhood Core/Park/Center, but it doesn't say much about the Geo Lane properties, which are merely shown as Institutional.

Figure 1 Future Land Uses Created by SWAMP



This designation was likely given to the vacant properties due to the fact that they are adjacent to the KSK Buddhist Temple. A large portion of the land within this Neighborhood Planning Area is designated Institutional. At the time the SWAMP was adopted, approximately 33% was designated Institutional, with approximately 20% developed residential. The land use designations adopted in the SWAMP largely reflected current land uses at the time:

> "The changes being proposed more closely align future land use to the existing underlying land uses and applicable zoning, as well as promoting the collective neighborhood vision for their area. The intent is to encourage a wider variety of uses and styles within the neighborhood through incorporation of the mixed-use designation" (SWAMP, page 18).

The SWAMP is effectively neutral on the proposed future land use change. The proposed land use change will not prevent the area from achieving Institutional goals, as there is such a large amount of land designated Institutional. More significant and specific land use recommendations for this planning area are centered more around the large mixed-use area between Buffalo Grass Road and Lucia Lane. Generally, housing is assumed to be a component of mixed-use, and satisfies other general housing goals of the SWAMP.

V. EXISTING CONDITIONS:

Direction	Property Address	Zoning
North	KSK Lane, KSK Buddhist Center, Shalom Mobile Home Park	R-1 & R-12 (Residential- one dwelling unit per acre & Residential- twelve dwelling units per acre)
East	Buffalo Grass Road assorted properties	MU (Mixed-Use District)
South	Jaramillo Lane	R-3 & R-12 (Residential- three dwelling units per acre & Residential- twelve dwelling units per acre)
West	West Meadow Subdivision	R-6 (Residential- six dwelling units per acre)

VI. PROJECT DESCRIPTION AND ANALYSIS:

Traffic and Access

The traffic impact study showed that the proposed subdivision will have a minimal traffic impact on the surrounding roadway network. The analysis looked at traffic movements at the intersections of Airport Road and South Meadows Road, Paseo del Sol, Geo Lane, and Buffalo Grass Road. In all cases the Level of Service (LOS) grades did not change with the additional traffic to be generated by the subdivision.

Geo Lane is a 50 foot public right of way (ROW), with approximately 30 feet of pavement adjacent to the project site. Buffalo Grass Road is a 40' public ROW, and approximately 18' of pavement. The Applicant will construct curb, gutter, and sidewalk along their property fronting Geo Lane and Buffalo Grass Road, dedicating any necessary ROW for the improvements. The Applicant will also extend both of these sidewalks north to connect with Airport Road sidewalk, right-of-way permitting. This amounts to

approximately 900' of off-site sidewalk improvements that will improve pedestrian safety for existing and future residents.

Currently, Buffalo Grass Road terminates before the southeast corner of the project. The ROW for an extension to Buffalo Grass is already dedicated on the Jackhammer Associates property at 3938 Buffalo Grass Road. The Applicant will construct approximately 265 feet of road, curb, gutter, and sidewalk on this property to connect to the proposed development, paving it to the width of existing Buffalo Grass Road pavement.

The proposed subdivision would have two entrances onto Geo Lane and one onto Buffalo Grass Road. The preliminary design was configured to direct traffic onto Geo Lane making use of the left turn lane that exists on Airport Road for westbound traffic. The roads within the development are proposed to have 50', 46', and 42' ROWs. The entrances from both Geo Lane and Buffalo Grass Road have been deliberately not aligned in order to discourage any through traffic "short cuts" through the subdivision. Average lot size is now shown at approximately 0.11 acres or 5,000 square feet.

Subdivision Analysis
The site has excellent emergency access from Airport Road via Geo Lane and Buffalo Grass Road. Both Geo Lane and Buffalo Grass Road have water, sewer, and gas lines. There are two fire hydrants nearby, on Geo Lane and Buffalo Grass Road at the northwest and northeast corners of the properties, respectively. The site is fairly flat, draining to the south and east with a slope of approximately 18 feet in 800 feet. The Site will be assessed for prairie dogs and any colonies will be relocated prior to issuance of construction permits. The subdivision will come back to Planning Commission for preliminary and final approval.

Santa Fe Homes Program
Per SFCC §14-8.11(D)(1), the rezoning request triggers the Santa Fe Homes Program (SFHP) requirement for affordable lots. Based on the Applicant's subdivision, ten lots (20% of the total proposed) will be affordable and will be identified on the subdivision plat. The SFHP Agreement will be finalized at the time of subdivision approval and payment collected when final subdivision documents are recorded. In the event that the property is sold before lot sales commence, the obligation transfers with the title.

VII. GENERAL PLAN AMENDMENT

The subject property's current future land use designation is Public/Institutional as shown on the Future Land Use Map (See Exhibit B1). The Applicant requests the Community Commercial designation to allow for C-2 (General Commercial) zoning.

The General Plan can be amended, subject to meeting the approval criteria in SFCC §14-3.2(E):

Criterion 1 [14-3.2(E)(1)(a)]: consistency with growth projections for Santa Fe, economic development goals as set forth in a comprehensive economic development plan for Santa Fe and existing land use conditions such as access and availability of infrastructure;	**Criterion Met:** (Yes/No/conditional/N/A) **YES**

The City does not maintain specific projections for growth rates. The proposal is consistent with existing residential and rural live/work land uses and surrounding density. Infrastructure such as sewer, water, and dry facilities are easily accessed from existing streets. Development of relatively affordable lots for housing is consistent with goals in the General Plan and the SWAMP.	
Criterion 2 [14-3.2(E)(1)(b)]: Consistency with other parts of the General Plan;	**Criterion Met:** (Yes/No/conditional/N/A) **YES**
There are a variety of built densities and General Plan density designations on either side of Airport Road. This density falls within the second lowest designation we have (Low Density Residential), and slightly below the recommendation for infill density (R-7). The proposal is also generally consistent with the Future Land Use Map as informed by the SWAMP. While the property is designated Institutional, this was most likely because it was adjacent to the KSK Buddhist Temple, as the SWAMP generally followed existing land use patterns. In this neighborhood, there is a very large amount of Institutional designated land, and residential is frequently a component of mixed-use. 3-G-3: “There shall be infill development at densities that support the construction of affordable housing and a designated mix of land uses that provide an adequate balance of service retail and employment opportunities to address residential growth throughout the Urban Area, including the Railyard property.” The Applicant plans to develop the property at a density that will be affordable. 4-4-I-6: “The target density for new infill residential development, in order to address affordable housing goals, is a minimum of five units per acre (net) with seven units per acre (net) preferred.” The proposed zoning is for six dwelling units per acre. 5-1-G-1: “Preserve the scale and character of established neighborhoods, while promoting appropriate community infill and affordable housing.” The proposed density is the same as the adjacent subdivision and is similar to the density in the surrounding neighborhoods. 6-1-G-5: “Ensure that new development is more ‘connected’ to its surroundings with an increased number of access points and pedestrian and bicycle connections to a neighborhood network.” The proposed subdivision will connect discontinuous sidewalks and improve pedestrian connections for the entire neighborhood. Chapter 3 of the General Plan calls for infill development of existing vacant parcels with a mix of uses within neighborhoods, cites promotion of a "compact urban form" through "sensitive and compatible infill development", and calls for a mix of uses throughout all areas of the City. The project will promote a compact urban form and contribute to infill housing. Chapter 7 of the General Plan calls for "growth that is sustainable in terms of resources and services." The project will connect to existing City infrastructure, thereby maximizing the use of existing land use conditions.	

Criterion 3 [14-3.2(E)(1)(c)]: the amendment does not: **(i) allow uses or a change that is significantly different from or inconsistent with the prevailing use and character in the area; or** **(ii) affect an area of less than two acres, except when adjusting boundaries between districts; or** **(iii) benefit one or a few landowners at the expense of the surrounding landowners or the general public**	**Criterion Met:** (Yes/No/conditional/N/A) **YES**
(i) The proposed use is consistent with the prevailing uses and character of the area. (ii) The proposed development is 8.659 acres, well over the 2 acre minimum. (iii) While new development always has some impact on existing neighborhoods, the general public would benefit from additional housing opportunities.	
Criterion 4 [14-3.2(E)(1)(d)]: an amendment is not required to conform with Subsection 14-3.2(E)(1)(c) [Criterion 1(c) above] if it promotes the general welfare or has other adequate public advantage or justification;	**Criterion Met:** (Yes/No/conditional/N/A) **N/A**
Not Applicable.	
Criterion 5 [14-3.2(E)(1)(e)]: compliance with extraterritorial zoning ordinances and extraterritorial plans;	**Criterion Met:** (Yes/No/conditional/N/A) **N/A**
Not Applicable.	
Criterion 6 [14-3.2(E)(1)(f)]: contribution to a coordinated, adjusted and harmonious development of Santa Fe that in accordance with existing and future needs best promotes health, safety, morals, order, convenience, prosperity or the general welfare, as well as efficiency and economy in the process of development; and	**Criterion Met:** (Yes/No/conditional/N/A) **YES**
This project would provide "infill" development at a density that is within character with the surrounding area. Utility infrastructure is already there, the road network needs minimal modification, and the Applicant is making significant off site sidewalk improvements.	
Criterion 7 [14-3.2(E)(1)(g)]: consideration of conformity with other city policies, including land use policies, ordinances, regulations and plans.	**Criterion Met:** (Yes/No/conditional/N/A) **YES**
The Applicant's responses to the required criterion (Exhibit E1) cite compliance with city economic development, affordable housing, and redevelopment policies and plans. Staff agrees that this amendment conforms to city land use policies and ordinances regarding affordable housing, sustainability, and infrastructure.	
Criterion 8 [14-3.2(E)(2)]: In addition to complying with the general criteria set forth in Subsection 14-3.2(E)(1), amendments to the land use policies section of the General Plan shall be made only if evidence shows that the effect of the proposed change in land use shown on the future land use map of the General Plan will not have a negative impact on the surrounding properties. The proposed change in land use must be related to the character of the surrounding area or a provision must be made to separate the	**Criterion Met:** **(Yes/No/conditional/N/A)** **N/A**

proposed change in use from adjacent properties by a setback, landscaping, or other means, and a finding must be made that: **(a) the growth and economic projections contained within the General Plan are erroneous or have changed;** **(b) no reasonable locations have been provided for certain land uses for which there is a demonstrated need; or** **(c) conditions affecting the location or land area requirements of the proposed land use have changed, for example the cost of land space requirements, consumer acceptance, market or building technology.**	
The Applicant is not required to document compliance with Criterion 2, since the application does not amend land use policies.	

VIII. REZONE APPROVAL CRITERIA

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:

Criterion 1 [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;** **(iii) a different use category is more advantageous to the community, as articulated in the General Plan or other adopted city plans;**	**Criterion Met:** (Yes/No/conditional/N/A) **YES**
(i) Not Applicable (ii) The surrounding area has evolved over the past few decades, evolving from semi-rural open areas to predominately residential neighborhoods. Residential developments are currently established on three sides of the property, along with one institutional use to the north. A mixture of live/work and light commercial establishments are to the east and south on the other side of Buffalo Grass Road. (iii) R-6 zoning would be more advantageous to the community than the existing R-1 in terms of providing much needed buildable lots at lower prices than one acre lots could be offered. The proposed density is consistent with the SWAMP and is consistent with guidelines articulated in various sections of the General Plan.	
Criterion 2 [14-3.5(C)(1)(b)]: all the rezoning requirements of Chapter 14 have been met;	**Criterion Met:** (Yes/No/conditional/N/A) **YES**

The Applicants have met the Chapter 14 procedural requirements for re-zoning, including holding an Early Neighborhood Notification Meeting, posting and mailing of notification requirements, and submitting required application submittals including a Traffic Impact Analysis. The Applicant is not requesting any variances.	
Criterion 3 [14-3.5(C)(1)(c)]: the rezoning is consistent with the applicable policies of the General Plan, including the future land use map;	**Criterion Met:** (Yes/No/conditional/N/A) **YES**
The Applicant requests a change to the Future Land Use Map to create consistency with the proposed zoning. As detailed already in this report, the SWAMP designates a lot of land in this area as Institutional. A large amount of land is also designated mixed use. Staff feels that the SWAMP is essentially neutral about residential housing at this density in this area.	
Criterion 4 [14-3.5(C)(1)(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;	**Criterion Met:** (Yes/No/conditional/N/A) **YES**
The City has not previously made a concerted effort to track the rate and location of growth over time. The proposed rezoning exceeds the two acre threshold below which rezonings will not be considered (14-3.5(C)(2)(b)).	
Criterion 5 [14-3.5(C)(1)(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.	**Criterion Met:** (Yes/No/conditional/N/A) **YES**
A traffic impact analysis was performed to assess the impact of the additional traffic anticipated to be generated by the proposed development. Levels of service did not change at any of the intersections studied. The Applicant will make road improvements to his property, as well as significant off site sidewalk improvements. Water and sewer are readily available in both Geo Lane and Buffalo Grass Road. The SWAMP calls for a park in the area, but farther to the east of the subject property. Full DRT review indicated that infrastructure would be able to absorb the impacts of the proposed development.	
Criterion 6 [14-3.5(C)(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;** **(c) or benefit one or a few landowners at the expense of the surrounding landowners or general public.**	**Criterion Met:** (Yes/No/conditional/N/A) **YES**
(a) The proposed change in use will result in a new single family, detached home development which will be consistent with the prevailing use and character in the area. (b) The proposed rezoning is well over the two acre threshold. (c) The proposed subdivision is for 48 lots, four lots less than the proposed R-6 zoning would	

actually allow. Furthermore, the proposal would create lots with a minimum size of nearly 5,000 square feet, including five lots at around 6,000 square feet or greater and two lots at over 7,700 square feet. As minimum lot size is 4,000 square feet, most all of the proposed lots would be at least 25% larger than the minimum. The proposed subdivision includes several roads wide enough to allow for on-street parking so that there is not spillover to Geo Lane or Buffalo Grass Road. Given all this, the development does not come at the expense of the general public.	
Criterion 7 [14-3.5(D)(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;	**Criterion Met:** (Yes/No/conditional/N/A) **YES**
DRT review indicated that road and utility infrastructure would be able to handle the proposed density. The Applicant will make road improvements to their property, as well as extensive off site sidewalk improvements.	
Criterion 8 [14-3.5(D)(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.	**Criterion Met:** (Yes/No/conditional/N/A) **YES**
The Applicant will make road improvements to their property, as well as extensive off site sidewalk improvements. The developer will cooperate and participate wholly or in part with any applicable costs of construction in addition to impact fees.	

IX. EARLY NEIGHBORHOOD NOTIFICATION

An ENN was held for Development Plan on January 31, 2019. Approximately ten members of the public attended; only seven signed in. Sign in sheets and ENN notes are included as Exhibit D.

X. ATTACHMENTS:

EXHIBIT A:
1. Technical Corrections
2. Draft Findings of Fact/Conclusions of Law

EXHIBIT B: Development Review Team Memoranda
1. Traffic Engineering Division Memorandum, John Romero, P.E
2. Fire Department Memorandum, Reynaldo Gonzales
3. Technical Review Memorandum, Nick Schiavo, P.E.
4. Wastewater Division Memorandum, Stan Holland, P.E.
5. Water Engineering Division Memorandum, Dee Beingessner

EXHIBIT C: Maps and Photos
1. Future Land Use Map
2. Current Zoning Map
3. Aerial Photo
4. Street Views

EXHIBIT D: Early Neighborhood Notification
1. ENN Sign-In Sheets
2. ENN Packet
3. Meeting Notes
4. Comments Received

EXHIBIT E: Applicant Materials
1. Application Submittals
2. Traffic Impact Study Summary
3. Proposed Subdivision

APPROVED BY:

Title	Name	Initials
Land Use Division Director	Carol Johnson	
Land Use Planner Manager	Noah Berke	
Land Use Department Case Manager	Lee Logston	

City of Santa Fe, New Mexico

Exhibit C

Maps and Photos

1. **Future Land Use Map**
2. **Current Zoning Map**
3. **Aerial Photo**
4. **Street Views**

Exhibit C1: Future Land Use Map

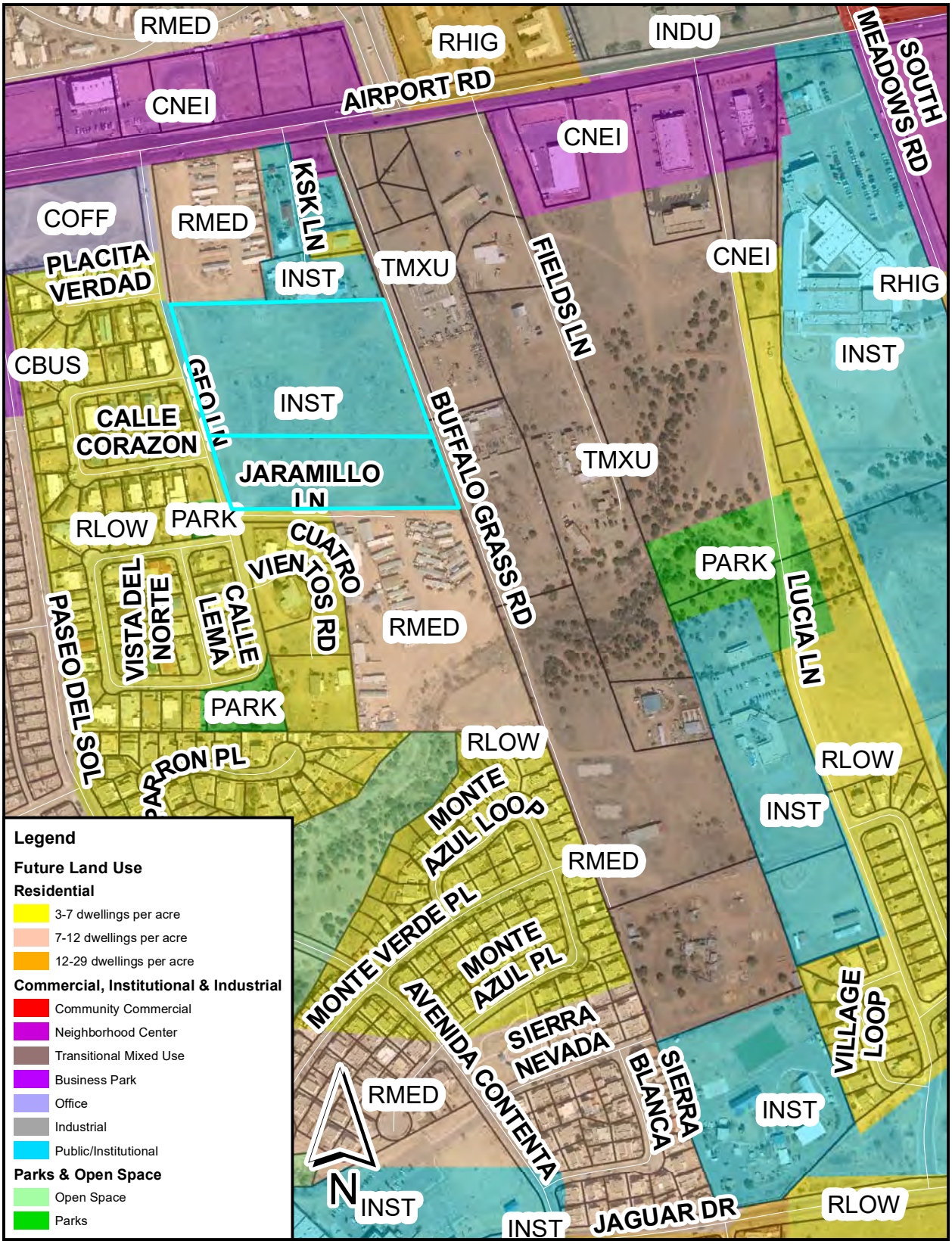


Exhibit C2: Current Zoning Map

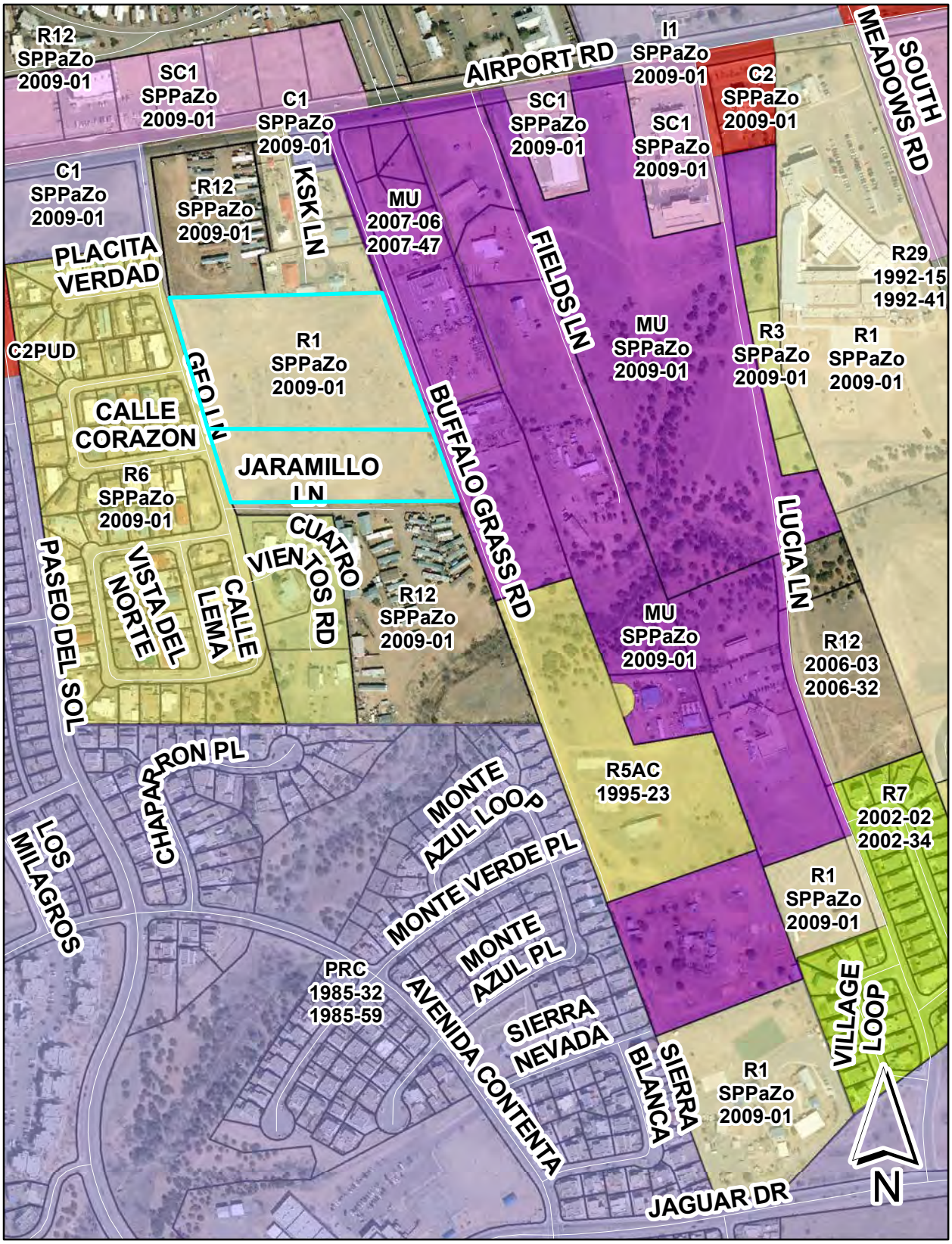


Exhibit C3: Aerial View



Exhibit C4: Street Views

Looking up Geo Lane toward Airport Road, from northwest corner of property.



Looking north on Buffalo Grass Road from southeast corner of property. Road to be built.



Looking across property from northeast corner.



City of Santa Fe, New Mexico

Exhibit D

Early Neighborhood Notification

1. ENN Sign-in Sheets
2. ENN Packet
3. Meeting Notes
4. Comments Received

LIST TO EVIDENCE

City of Santa Fe
Early Neighborhood Notification Meeting
Sign-In Sheet

Project Name: **Meeting Date:**

Meeting Place: **Meeting Time:**

Applicant or Representative Check Box below

↓		Name	Address	Email
☐	1	Debra Snyderman	3810 KSK Lane	
☐	2	AL JARAMILLO PE	6301 JARAMILLO LN	jaramillo501@aol.com
☐	3	Martha Rodriguez	607 Cristo Rey	marthasantafe@aol.com
☐	4	Melissa Trautmann	210 Calle Lenca	None
☐	5	Connie Amenzar	210 Calle Lenca	None
☒	6	Helen M. Chavez	214 Calle Lenca	none
☐	7			
☐	8			
☐	9			
☐	10			
☐	11			
☐	12			

EXHIBIT B1

For City use: I hereby certify that the ENN meeting for the above named project took place at the time and place indicated.

LEE LOGSTON
Printed Name of City Staff in Attendance

Signature of City Staff in Attendance

1-31-2019
Date

This sign-in sheet is public record and shall not be used for commercial purposes.

EXHIBIT B1

GEO LANE PARK
P.O Box 1523
Santa Fe, NM 87504
505-690-8098

EARLY NEIGHBORHOOD NOTIFICATION MEETING

January 15th, 2019

Dear Neighbor,

Geo Lane Park Partners - John Reeder, Luis Olivas, and Hassan Salam - are requesting the re-zoning of the 8.589 acres at 4000 & 4100 Geo Lane from R-1 to R-6, and are also requesting a General Plan Amendment from Institutional to Low Density Residential, both for the purpose of a proposed affordable housing development of single family residences.

In accordance with the requirements of the City of Santa Fe's Early Neighborhood Notification regulations, this is to inform you that a meeting is scheduled for:

Time: **6:00 PM**
When: **Thursday, January 31st.**
Where: **Santa Fe Public Library - Southside Branch**
6599 Jaguar Drive
Santa Fe, NM 87507

Early Neighborhood Notification is intended to provide for an exchange of information between prospective applicants for development projects and the project's neighbors before plans become too firm to respond meaningfully to community input.

Attached, please find a vicinity map and proposed site plan. If you have any questions or comments, please contact John Reeder: 505-690-8098 or johndreeder@gmail.com

Sincerely,

John Reeder

***Persons with disabilities in need of special accommodations or the hearing impaired needing an interpreter please contact the Land Use Department (955-6820) 5 days prior to the hearing or meeting date.**

ENN GUIDELINES

Applicant Information

Project Name: Geo Lane Park

Name: Reeder (Last) John (First) D (M.I.)

Address: 821 A Gonzales Rd (Street Address) (Suite/Unit #)

Santa Fe, NM (City) 87501 (State) (ZIP Code)

Phone: (505) 690-8098 E-mail Address: johndreeder@gmail.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 Geo Lane Park will be a residential subdivision, primarily single story, detached family residences. The effect on the character and appearance of the surrounding neighborhoods will be to improve the overall residential quality and character. The density will be no greater than the adjoining development to the West and substantially less than the densities of the adjoining developments to the North and South.

(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.***

Currently, the 8.589 acres for the proposed development is vacant land, sparsely dotted with a few small trees and numerous shrubs and cactus. The relatively flat land is criss-crossed by some dirt tracks. There are no significant features such as rock formations, rivers, arroyos, etc., and no public easements or facilities.

(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.***

There are no known Pre-Historic, Historic, Archeological, or Cultural sites or Structures located on the property. There are no acequias on the property and it is many miles from the historic downtown Santa Fe area.

(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 proposed development is intended to follow the requirements of the City's General Plan for re-zoning requests and to continue to follow the City's requirements as to Code compliance as the development progresses. The proposed zoning and density meets the City's General Plan Land Uses and Densities guidelines and is appropriate for the surrounding area and will be in proper relationship to the adjoining neighbors.

(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.***

The proposed development will add to vehicle and pedestrian traffic on Geo Lane and Buffalo Grass Rd. from the development North to Airport Rd., and then East and West along Airport Rd. A traffic study by the City will determine what measures, if any, will be required to mitigate this impact.

(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 proposed development will provide temporary jobs for the construction phase of the project, leading to an additional population base of 48 families. This population increase will help support existing and new businesses in the Airport Rd. corridor , as well as the greater Santa Fe City area. The City and the County will both see an increase in property tax revenue from the development.

(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 proposed development will result a significant addition of permanent affordable housing units to the City's housing supply. Such units are currently in short supply and the project will provide many lower income families of different ages and mixes with a badly needed local option for a relatively affordable home within the City.

(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.***

Although the proposed project will result in additional impact on City infrastructure and services, including Fire and Police protection, School and City transportation services, as well as City and private utility services, these impacts will be minimized due to the infill nature of the development. All utilities are quite close to the project and no extensions of sewer or water distribution lines, or other infrastructure will be necessary.

(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.***

The proposed addition of 48 new single homes will result in additional consumption of water by the families who live in the homes. However, the City of Santa Fe has offset requirements in place for new homes via conservation measures and fees so as to minimize any such impact and to help provide for increases in the water supply. As mentioned in (h) above, no new water distribution lines will be necessary because of the infill nature of the proposed development.

(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 proposed project is a small scale residential development and will not require the master planning of mixed land uses. Sidewalks with ramps will be incorporated throughout the subdivision on both sides of all roads for the safe use by pedestrians.

(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.***

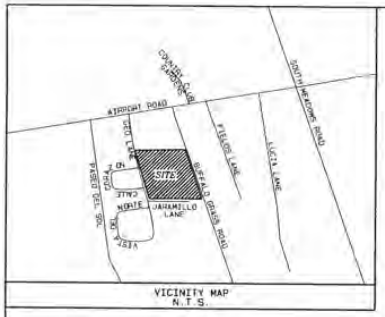
As mentioned in (h) and (i) above, the proposed project will be an infill development and as such will conformwith the City's General Plan goals for such development. Because the proposed project has existing residential developments on 3 sides the proposed zoning and density is highly appropriate and shall compliment it's urban form.

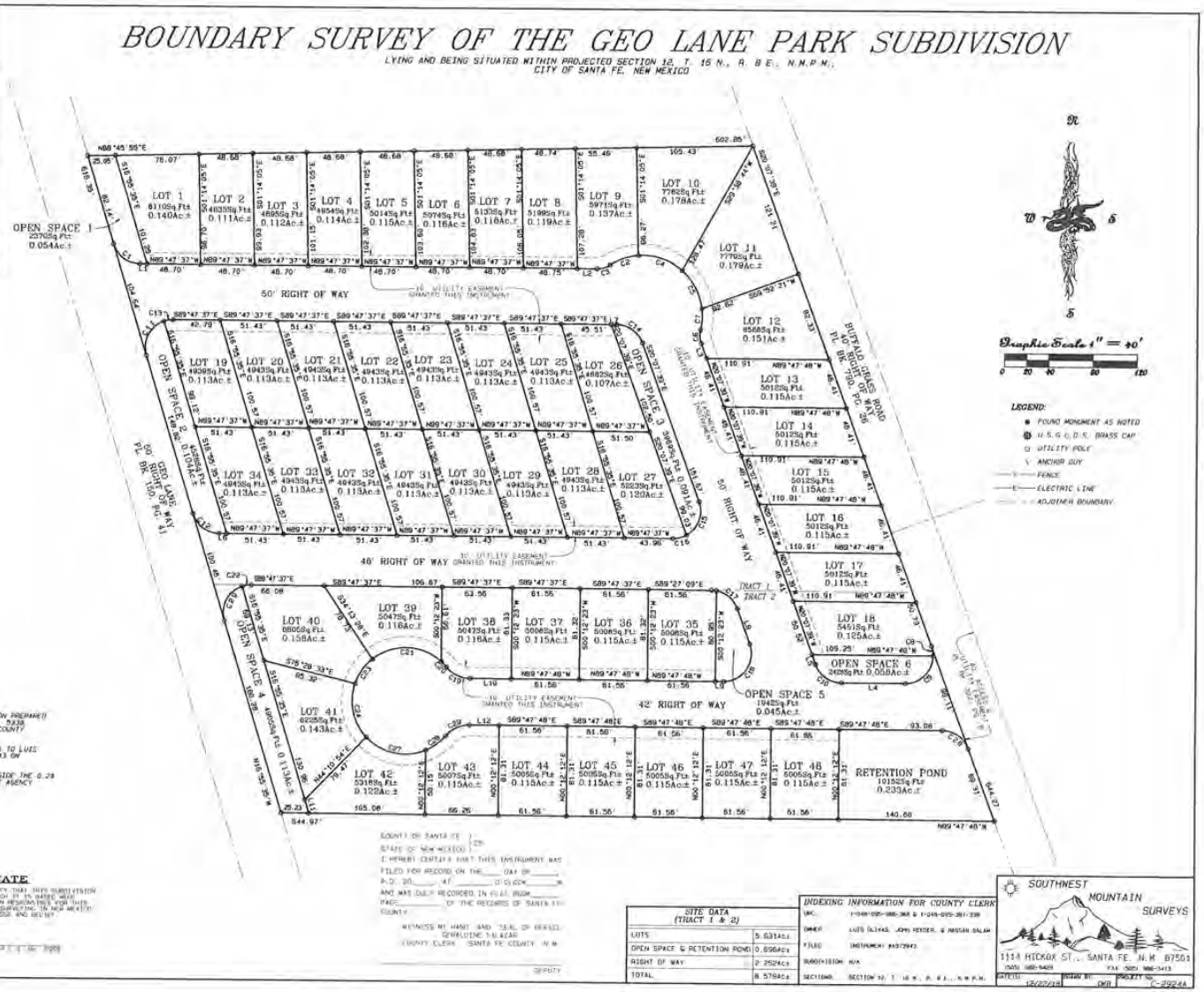
(l) ADDITIONAL COMMENTS (optional)

EXHIBIT B1

BOUNDARY SURVEY OF THE GEO LANE PARK SUBDIVISION

LYING AND BEING SITUATED WITHIN PROJECTED SECTION 12, T. 16 N., R. 8 E., N.M.P.M.,
CITY OF SANTA FE, NEW MEXICO





BOUNDARY DATA CHART

LINE	ARC	CHORD BEARING	RADIUS	DELTA	CHORD
L1	6.78'	N89°47'37"W			
C1	31.79'	N53°21'36"W	25.00'	72°52'02"	29.69'
C2	27.25'	S70°58'21"W	54.00'	28°54.47"	26.96'
C3	12.34'	S73°22'12"W	21.00'	33°40'22"	12.16'
L2	18.07'	N89°47'37"W			
C4	43.02'	N71°43'44"W	54.00'	45°38'48"	41.89'
C5	39.47'	N27°57'52"W	54.00'	41°53'01"	38.60'
L3	14.45'	N20°07'39"W			
C6	12.34'	N03°17'28"W	21.00'	33°40'22"	12.16'
C7	19.38'	N03°15'43"E	54.00'	20°34'04"	19.28'
C8	8.87'	S09°57'44"E	25.00'	20°19'51"	8.82'
C9	39.27'	S45°12'12"W	25.00'	90°00'00"	35.35'
L4	57.59'	N89°47'48"W			
C10	30.40'	N54°57'44"W	25.00'	69°40'09"	28.56'
L5	9.26'	N20°07'39"W			
C11	38.38'	N27°03'23"E	25.00'	87°57'56"	34.72'
L6	6.78'	N89°47'37"W			
C12	31.79'	N53°21'36"W	25.00'	72°52'02"	29.69'
C13	8.36'	N86°37'22"E	25.00'	19°10'02"	8.32'
L7	5.00'	S89°47'37"E			
C14	30.40'	S54°57'38"E	25.00'	69°39'58"	28.56'
C15	35.25'	S20°16'09"W	25.00'	80°47'35"	32.40'
C16	12.89'	S75°26'10"W	25.00'	29°32'27"	12.75'
C17	26.11'	S56°09'54"E	25.00'	59°50'29"	24.94'
L8	33.40'	S26°07'39"E			
C18	48.14'	S35°02'15"W	25.00'	110°19'51"	41.04'
L9	7.34'	N89°47'48"W			
L10	37.52'	N89°47'48"W			
C19	24.36'	N64°52'11"W	28.00'	49°51'15"	23.60'
C20	8.66'	N43°55'01"W	48.00'	7°56'54"	8.65'
C21	67.63'	N89°15'27"W	48.00'	80°43'58"	62.16'
C22	8.36'	N80°37'22"E	25.00'	19°10'02"	8.32'
C23	27.37'	S35°59'20"W	48.00'	32°40'11"	27.00'
C24	51.99'	S32°19'18"E	48.00'	62°03'21"	49.48'
C25	30.40'	S54°57'44"E	25.00'	69°40'09"	28.56'
C26	38.38'	N27°03'23"E	25.00'	87°57'56"	34.72'
L11	12.61'	N19°55'35"W			
C27	58.25'	S78°07'03"E	48.00'	69°32'09"	54.74'
C28	22.42'	N33°43'55"E	48.00'	26°45'56"	22.22'
C29	24.36'	N65°36'34"E	28.00'	49°51'15"	23.60'
L12	26.99'	S89°47'48"E			

NOTES:

1. BASIS OF BEARING IS TAKEN DIRECTLY FROM PLAT ENTITLED "LAND DIVISION PREPARED FOR PRAISE TABERNACLE" PREPARED BY BERNIE A. ALARID, N.M.P.L.S. NO. 5338, RECORDED IN BOOK 666, PAGE 21 ON OCTOBER 10, 2007 AT THE SANTA FE COUNTY CLERK'S OFFICE.
2. REFER TO WARRANTY DEED, FREEDOM CHURCH PRAISE TABERNACLE CHURCH FKA TO LUIS OLIVAS, JOHN REEDER, & HASSAN SALAM, RECORDED AS INSTRUMENT #1813043 ON NOVEMBER 30, 2018 AT THE SANTA FE COUNTY CLERK'S OFFICE.
3. LANDS SHOWN HEREON LIE WITHIN ZONE X1 - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM MAP 35049C0393D, DATED JUNE 17, 2008.

SURVEYOR'S CERTIFICATE

I, ANTONIO R. NORMAN, N.M.P.E.L.S. No. 17008 DO HEREBY CERTIFY THAT THIS SUBDIVISION SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION, THAT I AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

ANTONIO R. NORMAN N.M.P.E.L.S. No. 17008

COUNTY OF SANTA FE)
STATE OF NEW MEXICO)
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THE ____ DAY OF ____, A.D. 20__ AT ____ O'CLOCK ____ M. AND WAS DULY RECORDED IN FILE, BOOK ____ PAGE ____ OF THE RECORDS OF SANTA FE COUNTY.
WITNESS MY HAND AND SEAL OF OFFICE
GERALDINE SALAZAR
COUNTY CLERK, SANTA FE COUNTY, N.M.
DEPUTY

SITE DATA (TRACT 1 & 2)	
LOTS	5.631Ac.±
OPEN SPACE & RETENTION POND	0.696Ac.±
RIGHT OF WAY	2.252Ac.±
TOTAL	8.579Ac.±

INDEXING INFORMATION FOR COUNTY CLERK	
SEC.	T-16N-R8E-SEC 36 & T-15N-R8E-SEC 1
OWNER	LUIS OLIVAS, JOHN REEDER, & HASSAN SALAM
FILED	INSTRUMENT #1813043
SUBDIVISION	N/A
SECTION	SECTION 12, T. 16 N., R. 8 E., N.M.P.M.

SOUTHWEST MOUNTAIN SURVEYS
1114 HICKOK ST., SANTA FE, N.M. 87501
(505) 660-6429 FAX (505) 466-1413
DATE(S): 12/27/18 DRAWN BY: DWB JOB/FILE NO.: C-2924A

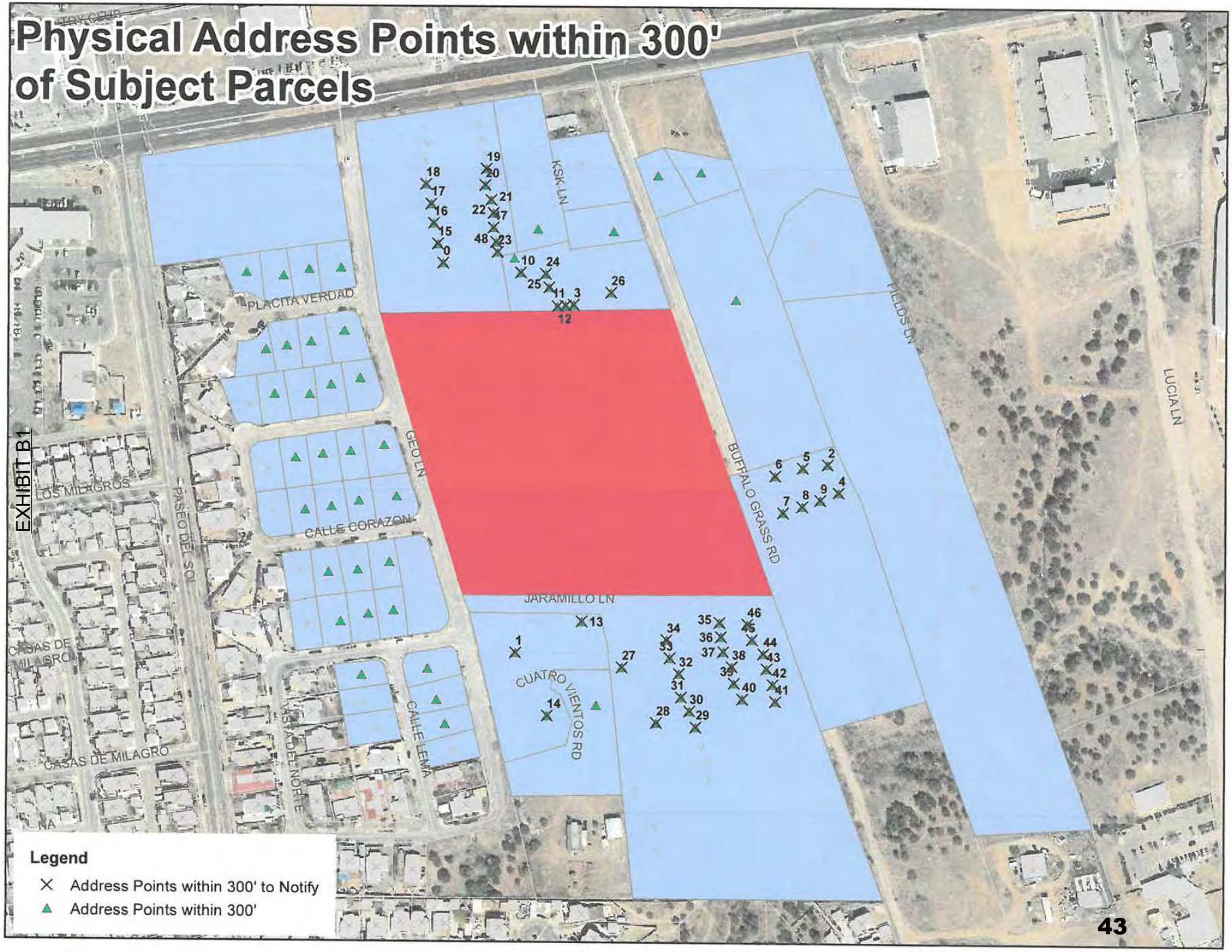

Physical Address Points within 300' of Subject Parcels
EXHIBIT B1
PLACITA VERDAD
KSK LN
GEO LN
PASEO DEL SOL
LOS MILAGROS
CALLE CORAZON
CASAS DE MILAGRO
CASAS DE MILAGRO
CASA DEL NORTE
CALLE LEMA
JARAMILLO LN
CUATRO VIENTOS RD
BUFFALO GRASS RD
FIELDS LN
LUCIA LN
Legend
Address Points within 300' to Notify
Address Points within 300'

EXHIBIT B1

CHAVEZ, HELEN N
214 CALLE LEMA
SANTA FE, NM 87507

PADILLA, PATRICIA A
PO BOX 4055
SANTA FE, NM 87502

KAGYU, SHENPEN KUNCHAB
3777 KSK LANE
SANTA FE, NM 87507

GARCIA, BARBARA G
117 CALLE CORAZON
SANTA FE, NM 87507-3094

GONZALES, STEVE AKA JOSEPH S & BERNADETTE GONZALES
SANTA FE, NM 87507

BRUTSCHE, HANS E & ETAL
PO BOX 6284
SCOTTSDALE, AZ 85261-6284

ARAGON, MARCELO
118 PLACITA VERDAD
SANTA FE, NM 87507

RODRIGUEZ, CALIXTO I & LOURDES RIOS
118 CALLE CORAZON
SANTA FE, NM 87507

ROMERO, CLARA B
152 CALLE CORAZON
SANTA FE, NM 87505

VARGAS, MARTIN T & JOANN J
113 CALLE CORAZON
SANTA FE, NM 87507

WUORINEN, JAMES A
109 PLACITA VERDAD
SANTA FE, NM 87507

LOPEZ, VIRGINIA R
110 PLACITA VERDAD
SANTA FE, NM 87505

MENDEZ, MANUEL D
PO BOX 2435
SANTA FE, NM 87504-2435

ROMERO, CECILIA
153 CALLE CORAZON
SANTA FE, NM 87507

ULIBARRI, FRANK E & MATTIE
8454 S VIA DE ROBERTO
TUCSON, AZ 85747-5018

LUCERO, DOROTHY
109 CALLE CORAZON
SANTA FE, NM 87505

CASTILLO, JOSE L
113 VISTA DEL NORTE
SANTA FE, NM 87505

ROMERO, ANGIE G & TERRENCE J
1011 VELARDE RD A
SANTA FE, NM 87507

ORNELAS, VICTOR & SANDRA
47 AVE JULIANA
SANTA FE, NM 87507

ARCHULETA, SUSANO S
110 CALLE CORAZON
SANTA FE, NM 87501

HOLMES, WILBERT A & KATHY E
157 CALLE CORAZON
SANTA FE, NM 87505

PEREZ, JOSE L & CRICELIA
160 CALLE CORAZON
SANTA FE, NM 87505

GALLEGOS, ANNA MARIE
105 CALLE CORAZON
SANTA FE, NM 87507-3094

DOMINGUEZ, NICHOLAS A & LORA
109 VISTA DEL NORTE
SANTA FE, NM 87505

BACA, GILBERT
3993 AGUA FRIA ST
SANTA FE, NM 87507-9202

FEDERAL NATIONAL MORTGAGE ASSOCATION
14221 DALLAS PARKWAY STE 1000
DALLAS, TX 75254-2916

GALLEGOS, RONALD R
106 CALLE CORAZON
SANTA FE, NM 87501

HUTCHINS, BETHYNE S
161 CALLE CORAZON
SANTA FE, NM 87507

OCHOA, NIDIA YANETH TRUSTEE
106 VISTA DEL NORTE
SANTA FE, NM 87507

HERRERA, JOSE LUIS BERNAL & CLEMENCIA CISNEROS-OLIVAS
164 CALLE CORAZON
SANTA FE, NM 87507-3093

EXHIBIT B1

GUTIERREZ, ROBERT E & PHYLLIS
101 CALLE CORAZON
SANTA FE, NM 87507

MUNOZ, RAQUEL & JUAN ESCAMILLA CARDONA
205 CALLE LEMA
SANTA FE, NM 87507

KAVANAUGH, ARTHUR
105 VISTA DEL NORTE
SANTA FE, NM 87507

ROMO-PEREA, JORGE H & MARIA DE LOS ANGEL
103 NORTHFORK
SANTA FE, NM 87508

CASTILLO, IGNACIA PENA
102 CALLE CORAZON
SANTA FE, NM 87507

PEREZ, FRANCISCO & ANABEL ORONA
165 CALLE CORAZON
SANTA FE, NM 87507-3046

FRANCO, LUIS RAUL & MARIA
168 CALLE CORAZON
SANTA FE, NM 87507

RODRIGUEZ, RODRIGO & ANA
101 VISTA DEL NORTE
SANTA FE, NM 87507

RAMIREZ, JESUS
110 VISTA DEL NORTE
SANTA FE, NM 87505

GEORGE, RONALD E
206 CALLE LEMA
SANTA FE, NM 87505

ALMANZAR, CONSUELO AKA CONNIE ALMANZAR
210 CALLE LEMA
SANTA FE, NM 87507-3015

WEST MEADOW S/D C/O B&E DEVELOP CORP
PO BOX 2046
SANTA FE, NM 875012046

KAGYA, SHENPEN KUNCHAB
3777 KSK LANE
SANTA FE, NM 87507

RODRIGUEZ, MARTHA J
6077 CUATRO VIENTOS RD
SANTA FE, NM 87507

KAYGU SHENPEN KUNCHAB BUDDIST CTR
3777 KSK LANE
SANTA FE, NM 87507

RODRIGUEZ, JESUS R & ROSEMARY
PO BOX 29743
SANTA FE, NM 87592

SNYDERMAN, DEBRA B
3810 KSK LANE
SANTA FE, NM 87507

ASI LA MAR TRAILER PARK
6301 JARAMILLO LN
SANTA FE, NM 87507

BUFFALO GRASS LLC C/O ROSALBA REYES
187 A SUNRISE RD
SANTA FE, NM 87507

BUFFALO GRASS LLC-C/O FLORENCIO A MALDONADO & MARIA G R SEPULVEDA
6151 AIRPORT RD SPC 142
SANTA FE, NM 87507

WESTON, DELL & MARIA C
3842 BUFFALO GRASS RD
SANTA FE, NM 87507

DIAZ, ELIAS & LORENA
3919 CALLE CHUPAROSA
SANTA FE, NM 87505

JACKHAMMER ASSOCIATES C/O YABLON
P O BOX 1794
SANTA FE, NM 87504

DIAZ, ELIAS & LORENA
3919 CALLE CHUPAROSA
SANTA FE, NM 87505

MONTOYA, RACHEL K
3974 FIELDS LN
SANTA FE, NM 87507

Current Owner or Resident
6274 AIRPORT RD SP 10
Santa Fe, NM 87507

Current Owner or Resident
6077 A CUATRO VIENTOS RD
Santa Fe, NM 87507

Current Owner or Resident
3920 BUFFALO GRASS RD SUITE A
Santa Fe, NM 87507

Current Owner or Resident
3840 KSK LN A
Santa Fe, NM 87507

Current Owner or Resident
3938 BUFFALO GRASS RD SUITE 6
Santa Fe, NM 87507

EXHIBIT B1

Current Owner or Resident
3920 BUFFALO GRASS RD SUITE B
Santa Fe, NM 87507

Current Owner or Resident
3920 BUFFALO GRASS RD SUITE C
Santa Fe, NM 87507

Current Owner or Resident
3938 BUFFALO GRASS RD SUITE 3
Santa Fe, NM 87507

Current Owner or Resident
3938 BUFFALO GRASS RD SUITE 4
Santa Fe, NM 87507

Current Owner or Resident
3938 BUFFALO GRASS RD SUITE 5
Santa Fe, NM 87507

Current Owner or Resident
3823 KSK LN
Santa Fe, NM 87507

Current Owner or Resident
3840 KSK LN B
Santa Fe, NM 87507

Current Owner or Resident
3840 KSK LN C
Santa Fe, NM 87507

Current Owner or Resident
6077 B CUATRO VIENTOS RD
Santa Fe, NM 87507

Current Owner or Resident
6082 CUATRO VIENTOS RD
Santa Fe, NM 87507

Current Owner or Resident
6274 AIRPORT RD SP 11
Santa Fe, NM 87507

Current Owner or Resident
6274 AIRPORT RD SP 12
Santa Fe, NM 87507

Current Owner or Resident
6274 AIRPORT RD SP 13
Santa Fe, NM 87507

Current Owner or Resident
6274 AIRPORT RD SP 14
Santa Fe, NM 87507

Current Owner or Resident
6274 AIRPORT RD SP 6
Santa Fe, NM 87507

Current Owner or Resident
6274 AIRPORT RD SP 5
Santa Fe, NM 87507

Current Owner or Resident
6274 AIRPORT RD SP 4
Santa Fe, NM 87507

Current Owner or Resident
6274 AIRPORT RD SP 3
Santa Fe, NM 87507

Current Owner or Resident
6274 AIRPORT RD SP 18
Santa Fe, NM 87507

Current Owner or Resident
3829 KSK LN B
Santa Fe, NM 87507

Current Owner or Resident
3829 KSK LN A
Santa Fe, NM 87507

Current Owner or Resident
3834 KSK LN
Santa Fe, NM 87507

Current Owner or Resident
6301 JARAMILLO LN
Santa Fe, NM 87507

Current Owner or Resident
6311 JARAMILLO LN SP 27
Santa Fe, NM 87507

Current Owner or Resident
6311 JARAMILLO LN SP 19
Santa Fe, NM 87507

Current Owner or Resident
6311 JARAMILLO LN SP 18
Santa Fe, NM 87507

Current Owner or Resident
6311 JARAMILLO LN SP 17
Santa Fe, NM 87507

Current Owner or Resident
6311 JARAMILLO LN SP 16
Santa Fe, NM 87507

Current Owner or Resident
6311 JARAMILLO LN SP 15
Santa Fe, NM 87507

Current Owner or Resident
6311 JARAMILLO LN SP 14
Santa Fe, NM 87507

EXHIBIT B1

Current Owner or Resident
6311 JARAMILLO LN SP 2
Santa Fe, NM 87507

Current Owner or Resident
6311 JARAMILLO LN SP 3
Santa Fe, NM 87507

Current Owner or Resident
6311 JARAMILLO LN SP 4
Santa Fe, NM 87507

Current Owner or Resident
6311 JARAMILLO LN SP 5
Santa Fe, NM 87507

Current Owner or Resident
6311 JARAMILLO LN SP 6
Santa Fe, NM 87507

Current Owner or Resident
6311 JARAMILLO LN SP 7
Santa Fe, NM 87507

Current Owner or Resident
6311 JARAMILLO LN SP 8
Santa Fe, NM 87507

Current Owner or Resident
6311 JARAMILLO LN SP 9
Santa Fe, NM 87507

Current Owner or Resident
6311 JARAMILLO LN SP 10
Santa Fe, NM 87507

Current Owner or Resident
6311 JARAMILLO LN SP 11
Santa Fe, NM 87507

Current Owner or Resident
6311 JARAMILLO LN SP 12
Santa Fe, NM 87507

Current Owner or Resident
6311 JARAMILLO LN SP 13
Santa Fe, NM 87507

Current Owner or Resident
6274 AIRPORT RD SP 2
Santa Fe, NM 87507

Current Owner or Resident
6274 AIRPORT RD SP 1
Santa Fe, NM 87507

EXHIBIT B1

City of Santa Fe
Land Use Department
Early Neighborhood Notification Meeting Notes

Project Name	Geo Lane Rezone & General Plan Amendment
Project Location	4000 & 4001 Geo Lane
Project Description	Rezone and General Plan Amendment for 49 Lot Subdivision
Applicant / Owner	John Reeder, Luis Olivas
Agent	Jenkins Gavin
Pre-App Meeting Date	December 27, 2018
ENN Meeting Date	January 31, 2019
ENN Meeting Location	Southside Library, 6599 Jaguar Drive
Application Type	Rezone and General Plan Amendment
Land Use Staff	Lee Logston
Other Staff	
Attendance	Lee Logston, John Reeder & Hassan Salam (applicants),seven + members of the public (some did not sign in)

Notes/Comments:

Lee Logston called the meeting at 6:00 PM. Mr. Logston briefly explained the nature of the application and type of land use approval, and that it would go on to City Council. Mr. Logston explained that while a proposed plat was being shown tonight, it was not part of the application now, and it would come to Planning Commission for preliminary and final approval. So, assuming approval of all elements, this project would go through a total of four public hearings, and each will have notification and opportunity for public input. Mr. Logston then introduced Mr. Reeder who gave a brief summary of his proposal.

Residents had many concerns and complaints about other nearby developments, growth in general, crime, or concerns which were not directly related to the proposal. Mr. Logston repeatedly tried to get residents to focus on the project proposed now.

Over all, residents feel that there are too many homes in the area already, and that traffic is already bad. Specifically, they felt that Geo Lane and Buffalo Grass Circle were not capable of carrying more traffic, and that right-in/right-out connections to Airport Road were inadequate. Several residents asked whether a traffic impact study would be required. Both Mr. Reeder

and Mr. Logston answered that one would be required, and that the study would make recommendations for mitigating traffic if warranted. General discussion of traffic, speeding drivers in their neighborhoods, road width, and access to Airport Road ensued. A traffic signal at Geo Lane and Airport Road was proposed.

The difference between mobile homes and manufactured homes was discussed, with a focus on how manufactured homes anchor to the ground. Residents wavered between supporting affordable development and concern over the character of an affordable neighborhood. There was general discussion of the amount of manufactured homes in the area and how the area would age over time.

Several of the residents specifically suggested that fewer homes would be desirable over the density proposed. Mr. Logston pointed out that it could be a possibility that the Planning Commission could recommend lower density, and or the Council might approve it at a different density.

There was some skepticism about notification and mailing, and Mr. Logston agreed to send a list of residents and owners who were noticed to all residents who left their email addresses on the sign in sheet.

The meeting was adjourned at 7:15 PM.

EXHIBIT B1

LOGSTON, LEE R.

From: jaramillo501@aol.com
Sent: Thursday, January 24, 2019 5:05 PM
To: LOGSTON, LEE R.
Subject: Geo Lane Park notification meeting (dispute)

Land use Department,

I'm writing my concerns of the new proposed development.

My first concern is the amount of 50 housing mobile homes designated for the property off Geo Lane for development. That is way too many
mobile homes in the area and will increase the traffic flow with existing properties with only a right turn exits onto airport rd. The City would have to put up street lights on both Geo Lane and Buffalo Grass rd that intersect with Airport rd. The other proposed development is for 48 apartments units in already in progress off Buffalo Grass rd that also adds to the traffic flow. I'm a owner south of the proposed property and was denied further development. If this Geo Lane Park is granted approval for the 50, I will be submitting for further development of more mobile homes for my property. I think the city should limit the proposed property to 25-30 units and not 50 and for the developer to build small recreational parks in the remaining area. I will be showing up to the future meetings on the proposed meetings on this development.

Respectfully Yours,

Al Jaramillo

EXHIBIT B1

LOGSTON, LEE R.

From: Marmika Paskiewicz <marmika@gmail.com>
Sent: Thursday, February 21, 2019 10:44 AM
To: LOGSTON, LEE R.
Subject: Housing development between Geo Lane and Buffalo Grass Road, off Airport Road, behind KSK Buddhist Center

Dear Mr. Logston,
RE: DEVELOPMENT BETWEEN GEO LANE AND BUFFALO GRASS ROAD
First of all, may I say it's a bad idea to cram in 48 residences in the smallest allowable space with no place for walking or play for children, and you know, this will mean over 100 people living there with probably nearly 100 vehicles. Is this what we mean by low-income housing? Forcing groups of people into tight spaces without resources and facilities for families??

SECOND - traffic - A BIG PROBLEM
Airport Road is already one of the most dangerous streets in the city & this adds an extra burden of traffic and equipment in the construction and living phases both.
I feel that I take my life in my hands already every time I go to the Buddhist Center (several times a week for services and to volunteer). I have to make a u-turn at Paseo del Sol because Geo Lane has no u-turns anymore. There is usually a car turning right on red from Paseo (often with a green arrow) as I'm making a U-turn from Airport. They often do not see the u-turns and sometimes rush out without looking either way.
The center medians have caused more trouble for me than they've solved. You can't have right turns on red and u-turns too. They work against each other.
Consider 100 people making u-turns to get to their homes down Geo Lane or Buffalo Grass Road. How many accidents do you think that will cause? Really, Airport Road cannot handle this additional use.

AND THE SOUTHSIDE IMPACT
Residents on the Southside feel that the City does not care about them and is willing to allow anything in this area. (Remember Debbie Jaramillo's famous line about the Westside being a dumping ground for city programs, etc. - well the Southside seems to have taken over that position with this government.)
I believe the development on the Southside should be limited and spaced out like any other area in the city, and that people who have lower incomes shouldn't be relegated to the worst living situations. Let's have low cost housing that suits people and uplifts them, not squeezing them into barely habitable situations. Why isn't there a small playground planned- perhaps a walking trail - and walls to protect residents from road traffic?

There are many other issues as well - such as increased traffic on small roads, increased noise, probable increased tension with a tight population, more police action. The additional noise and traffic will definitely impact the purposes of the Buddhist Center which exists to provide peace and well-being for all.

REALIZE that I am not advocating for no development - just sensible, careful, compassionate development that takes consideration of the community and of the traffic and road use that will be intense.

Many thanks for listening. Please share this with the committee.
-Marmika Paskiewicz
505-603-0118
1829 Hano Road (Casa Alegre)

Lee Loyston,

EXHIBIT B1

As a homeowner @ 3810 KSK Lane of 30 years, a member of the KSK Buddhist Center, a retired teacher and social worker of the Santa Fe Public Schools, a concerned citizen of the Santa Fe area for almost 40 years, and someone who cares about the creation of quality affordable housing, I would like to address those who make the decisions about land use. I invite you to drive around my neighborhood and become aware of recent changes around KSK Lane and Airport and Buffalo Grass Roads that are detrimental to the quality of life here. Add to this, the proposed Geo Lane Park.

I would like to encourage the city of Santa Fe to consider a standard for affordable housing that can be a model for healthy living as well as a desirable community in which to live. Allowing developers to buy property with the sole purpose of cashing out and investing as little as possible is not for the highest good of anyone.

I am researching affordable housing nationwide. A healthy community will be an asset to our city. I believe in the importance of green space, of a place for people to sit and get to know neighbors, of a place to grow food and flowers (small raised bed boxes will do), of a safe space for children to play. Perhaps a small apartment building would allow for quality space or fewer homes, maybe condos. I will continue researching.

The city of Santa Fe land use needs to understand what already exists in this area and how new projects can be integrated. The KSK Tibetan Buddhist Center is a special place. You are all invited to come and see it. We get visitors from around the world. It is a place of meditation and spiritual practice. It is a quiet and safe "mini" community. The current design for Geo Lane Park takes none of this into consideration.

Thank you for listening to these concerns.

Debra Snyderman

505 206-0310

EXHIBIT B1

FOOD TRUCK IN DANGEROUS LOCATION ON AIRPORT RD & KSK LANE



* Neighbor in wheel chair hit by "truck leaving Food Truck — neighbor knocked out of his wheelchair Driver begged him NOT to call police. Driver said he would be deported.

KSK LANE

AIRPORT RD

BUDDHIST RESIDENT OF KSK CENTER

* BUSINESSES THAT ARE PROBLEMS *

"AFFORDABLE HOUSING TRAILERS" ← in front of line of sculptures



(Directly behind Compas TACOS 6161 AIRPORT RD.)

← UNNAMED PARTY CENTER which blasts loud music all hours of the night when rented out for a party, (POLICE make them turn music way down.)

Business * Owned by ANAHI &/or ANDREA #505 629 3754

← BUFFALO GRASS RD →

* Directly behind my house & "Affordable Housing" Trailer Project

EXHIBIT B1



"AFFORDABLE HOUSING PROJECT"

AT

AIRPORT RD

+

BUFFALO GRASS RD.



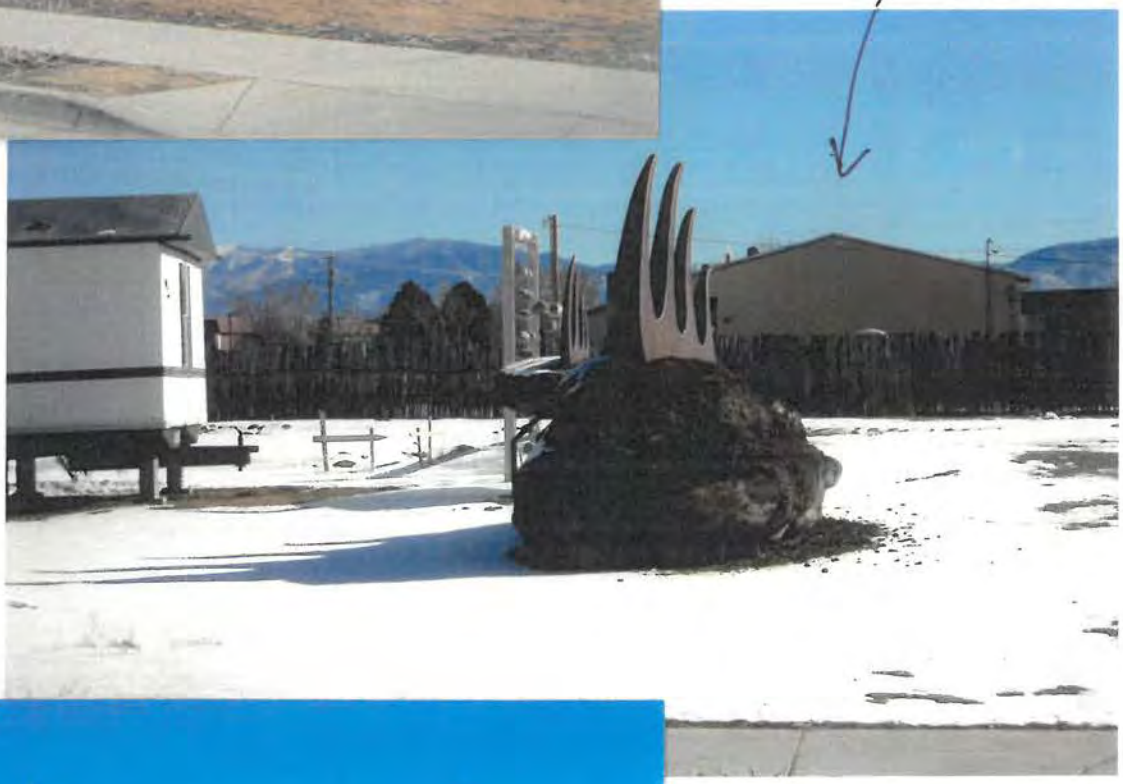


EXHIBIT B1



"AFFORDABLE HOUSING PROJECT"
THIS TRAILER IS (DIRECTLY BEHIND MY HOUSE)

UNNAMED PARTY RENTAL BUSINESS



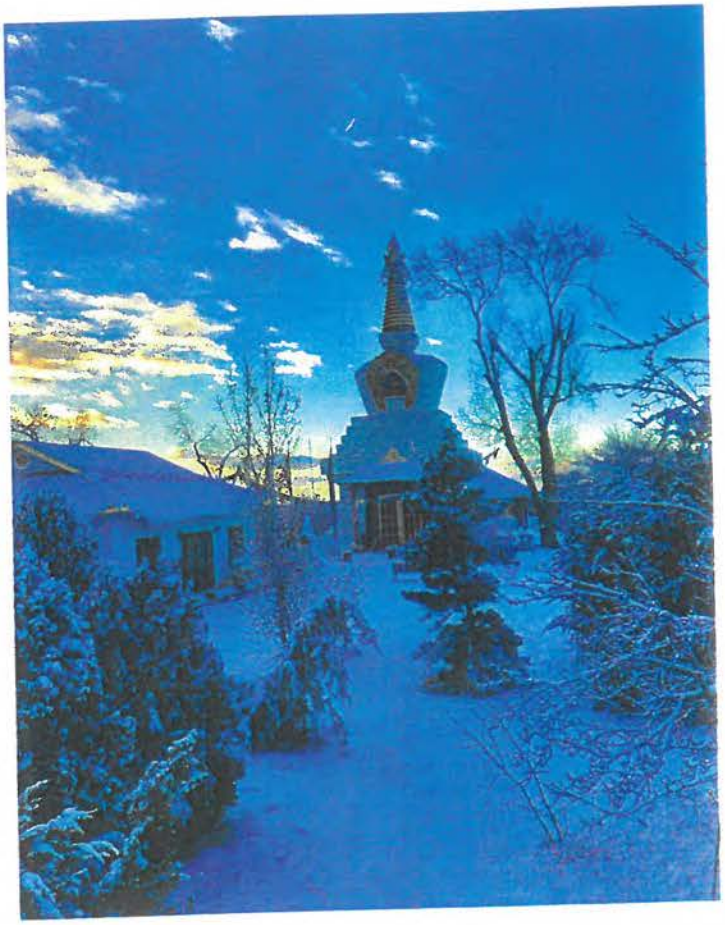


MY HOUSE ON KSK LANE IN BUDDHIST CENTER & BUFFALO GRASS RD. (BOUNDARY BEHIND MY HOUSE)

EXHIBIT B1

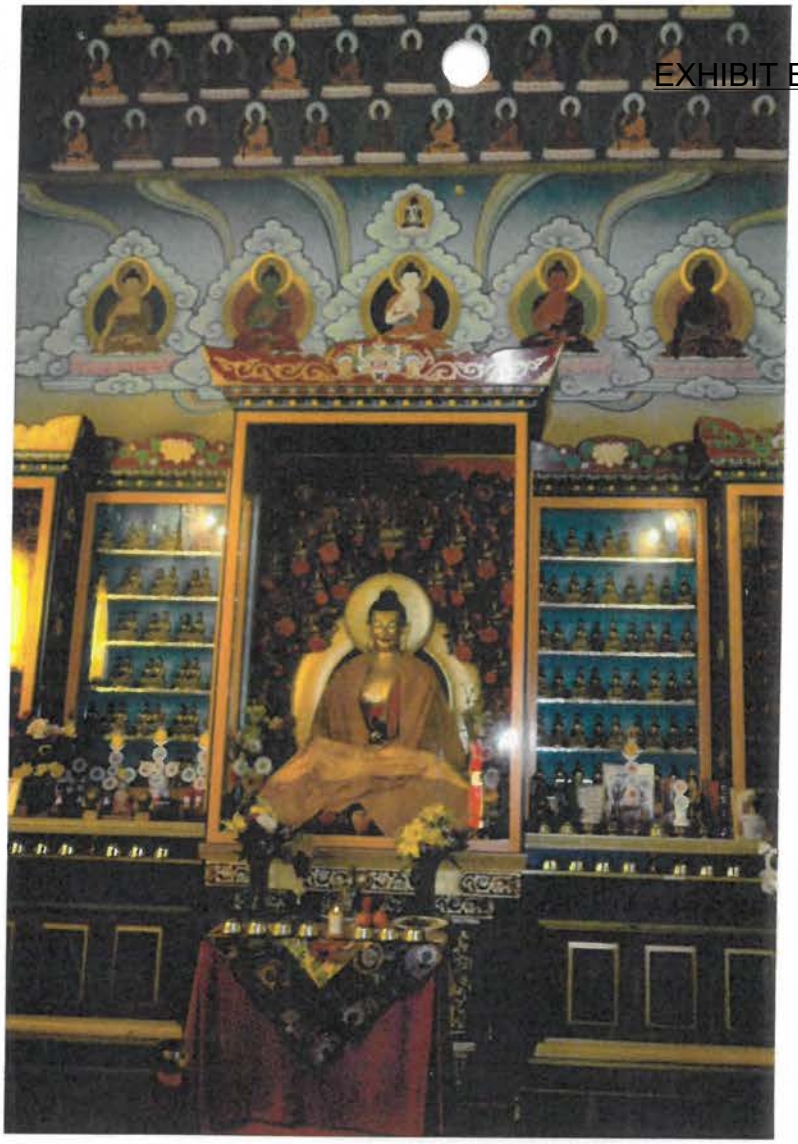






KSK
BUDDHIST
CENTER

AIRPORT RD.
+
KSK LANE



KSK
BUDDHIST
CENTER

* SHRINE INSIDE STUPA

* SHRINE INSIDE GOMPA



EXHIBIT B1



KSK BUDDHIST CENTER FENCE LINE

* PROPOSED GEO LANE PARK -

AFFORDABLE HOUSING PROJECT

REQUESTING 248 Trailers (Manufactured Homes) to be located directly behind fence line.



KSK BUDDHIST CENTER FENCE LINE

City of Santa Fe, New Mexico

Exhibit E

Applicant Materials

1. **Application Submittals**
2. **Traffic Impact Study Summary**
3. **Proposed Subdivision**

EXHIBIT B1

GEO Park, LLC
members
John Reeder + Hassan Salam + Luis Olivas
P.O. Box 1523 Santa Fe, NM 87504

Feb. 19th, 2019

Statement Regarding Approval Criteria

Re: General Plan Amendment Request for 8.659 AC at 4000 & 4100 Geo Lane, Santa Fe, NM

Further to our Statement dated Feb. 12th, 2019 regarding Approval Criteria for the above referenced property, specifically;

Section 14-3.2(E) SFCC 1987

Criteria

1(a)

We believe our proposed development is consistent with the growth projections and economic development goals as set forth in a comprehensive economic development plan for the City of Santa Fe. It is also consistent with existing Land Use conditions, such as the predominately residential nature of the surrounding area, access from existing streets and roads, as well as the availability of other infrastructure such as sewer, water, and public facilities.

1(b)

Our proposed development is also consistent with other parts of the General Plan, such as in 1.7.9 - Urban Form - which states "...promote a compact form and encourage sensitive/compatible infill development". Our proposal is also consistent with the Future Land Use Map and our property is specifically labeled RMED - medium density residential - in figure 2.2.6 of the Southwest Area Master Plan. And the proposed development would create a neighborhood meeting the "walkable" guidelines because it would be within easy walking or driving distance of commercial areas (the Airport Road corridor).

1(c)

The requested Amendment would not;

(i) allow a use or a change that is significantly different from or inconsistent with the prevailing use and character of the area; or

(ii) affect an area of less than 2 acres (proposed development is 8.659 AC)

(iii) benefit one or a few landowners at the expense of the surrounding landowners or the general public (refer to the narrative in 2(c) of our concurrent re-zoning application).

1(d)

N/A

1(e), (f), & (g)

We believe our proposed development will comply with all extraterritorial ordinances and extraterritorial plans where any such ordinances or plans may be applicable, and that the project will positively contribute to the coordinated, adjusted and harmonious development of Santa Fe and that it will be in accordance with existing and future needs best promoting health, safety, morals, order, convenience, prosperity and the general welfare, as well as efficiency and economy in the process of development, due to its "in-fill" nature; and conform with other City policies, including Land Use, ordinances, regulations and plans.

2 Additional Criteria

We believe that evidence does show that our request for an Amendment to the General Plan for a change in the land use of the property to allow our proposed development is **not inconsistent** with the Future Land Use map and will not have a negative impact on surrounding properties. Our proposed change in the Land Use will bring the Land into harmony with the character of the surrounding area.

2 (a) & (b)

N/A

2(c)

Conditions affecting the proposed Land Use have changed over the past few decades. The extended area has evolved from semi-rural to predominately residential and our proposed development will continue that trend while also providing a relatively affordable single family residential option, which is currently in very short supply in the city of Santa Fe.

Respectfully submitted,

John Reeder - Member/Owner and Agent for GEO Park, LLC

EXHIBIT B1

GEO Park, LLC
members
John Reeder + Hassan Salam + Luis Olivas
P.O. Box 1523 Santa Fe, NM 87504

Feb. 12[19th], 2019

Letter Addressing Re-Zoning Approval Criteria

Re: Re-Zoning Request for 8.659 AC at 4000 & 4100 Geo Lane, Santa Fe, NM from I-1 to R-6

Further to our Letter dated Feb. 12th, 2019 Addressing Re-Zoning Approval Criteria for the above referenced property, specifically;

Section 14-3.5 SFCC 1987

Criterion 1(a)

(i) Not Applicable

(ii) There has been gradual change to the neighborhood over the past few decades, evolving from semi-rural open areas to predominately residential neighborhoods. Residential developments are currently established on 3 sides of the property to the North, South, and West, along with one institutional use (place of worship). Lying to the East on the other side of Buffalo Grass Rd. is a mixture of Live/Work and light commercial establishments.

(iii) Due to the item (ii) above, a different use category from I-1 to R-6 is more advantageous to the community at this time so as to bring the subject property into conformity with the predominately residential developments that are now adjacent on three sides. The proposed new zoning category complies with the City's SWAMP and is consistent with guidelines articulated in various sections of the General Plan, such as in the Future Land Use section.

Therefore, following from the above cited considerations, **the Criterion for 1(a) is met.**

Criterion 1(b)

We, the applicants, have met the Chapter 14 procedural requirements for re-zoning, including holding an Early Neighborhood Notification Meeting, posting and mailing of notification requirements, and submitting required application submittals. No development plan has yet been created for the property.

Therefore, **the Criterion for 1(b) is met.**

Criterion 1(c)

We believe the re-zoning request is consistent with the applicable policies of the General Plan and also the future land use map. For example, in 1.7.9 of the General Plan - Urban Form - it states '...promote a compact form and encourage sensitive/compatible infill development. And in the SWAMP, map 2.2.6, this specific property is labeled for future use as RMED - medium density residential. Our proposal would also create a neighborhood that would be "walkable" under the SWAMP principles (Principle 1) because we are proposing handicap accessible sidewalks throughout the subdivision on both sides of all roads, and it is within easy walking or driving distance (Principle 6) of commercial areas. Further, we believe our proposed development also meets the spirit and intent of the affordable housing goals of the general plan.

Therefore, **the Criterion for 1(c) is met.**

Criterion 1(d)

"The amount of land proposed for re-zoning and the proposed use of 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". Our proposal for 8+ acres involves well over the 2 acre minimum for such requests.

Therefore, **the Criterion for 1(d) is met.**

Criterion 1(e)

We believe 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. Requests for sewer and water availability are pending and a Traffic Impact Analysis will no doubt be stipulated. Other divisions within the City, such as Land Use, Fire, etc. will be responsible for reviewing the proposed development for compliance and shall make requisite recommendations, any of which shall be incorporated into our proposal and thereby accommodate the impacts of the proposed development.

Therefore, **the Criterion for 1(e) is met.**

Criterion 2 (a)

The proposed change in use will result in a new single family, detached manufactured home development which will be consistent with the prevailing use and character in the area.

Therefore, **the Criterion for 2(a) is met.**

Criterion 2(b)

The proposed re-zoning affects an area greater than 2 acres.

Therefore, **the Criterion for 2(b) is met.**

Criterion 2(c)

We do not believe our re-zoning request will benefit only one or a few landowners at the expense of the surrounding landowners or general public. Our proposed subdivision is for 48 Lots on 8.659 acres, 4 Lots less than the number of Lots the R-6 designation we are requesting would actually support, not including any density bonus we might earn due to the affordable nature of our proposed project. Further, our proposal would create Lots with a minimum size of nearly 5,000 sq. ft., including 5 Lots at around 6,000 sq. ft. or greater and 2 Lots at over 7,700 sq. ft. The minimum Lot size under the R-6 designation is only 4,000 sq. ft., so virtually all of our proposed Lots would be at least 25% larger than the minimum. Our proposed subdivision would also include wider roads than required, allowing for more on-street parking. Considering these features, we believe our proposed subdivision will elevate the overall character of the immediate and general area and thereby improve the property values of the surrounding landowners. The general public will also benefit due to increased property tax revenues for the City and County, as well as by adding more customer base for businesses along the Airport Rd. corridor and the greater Southwest area.

Therefore, **the Criterion for 2(c) is met.**

Criterion D(1) & D(2)

If the impacts of the proposed development cannot be accommodated by the existing infrastructure and public facilities, including the possible need for new streets, sidewalks or curbs necessitated by and attributable to the new development, the City may require the developer to participate wholly or in part in the cost of construction of off-site facilities, in addition to impact fees that may be required pursuant to Section 14-8.14, and in conformance with any applicable City ordinances, regulations or policies;

We, the developers, will cooperate and participate wholly or in part with any applicable costs of construction for off-site facilities or improvements determined to be required due the impacts our proposed development, in addition to impact fees that may be required pursuant to Section 14-8.14

Therefore, **the Criterion of D(1) & D(2) will be met.**

Respectfully,

John Reeder - Member/Owner and Agent for GEO Park, LLC

EXHIBIT B1

Geo Lane Park Subdivision

(Airport Rd. / Geo Lane)

Traffic Impact Study

April 26, 2019

D R A F T

TERRY O. BROWN
NEW MEXICO
6407
LICENSED PROFESSIONAL ENGINEER

Presented to:

City of Santa Fe
Traffic Engineering Department

Prepared for:

Peterson Properties, LLC
2325 San Pedro NE #2A
Albuquerque, NM 87110

Terry O. Brown P.E.
P.O. Box 92051
Albuquerque, NM 87199
505 · 883 · 8807

Geo Lane Park Subdivision
(Airport Rd. / Geo Lane)
Traffic Impact Study

Executive Summary

The purpose of this study is to evaluate the transportation conditions before and after implementation of the proposed Geo Lane Park Subdivision, determine the impact of the development on the adjacent transportation system and recommend mitigation measures where necessary. The subdivision can be developed based on a proposed zone change from I-1 (Church) to R-6 (Residential – 6 DU's per acre). This study is prepared to meet the requirements of the City of Santa Fe Traffic Engineering Department associated with its review of the Geo Lane Park Subdivision.

The proposed development is located near the southeast corner of Airport Rd. / Geo Lane. The study area includes the intersections of Airport Rd. / S. Meadows Rd., Airport Rd. / Paseo del Sol, Airport Rd. / Geo Lane and Airport Rd. / Buffalo Grass Rd. as well as the three proposed driveways for the project. Following is a vicinity map showing location of the project:



The proposed development is to be developed as a 48 unit single-family detached housing subdivision. The anticipated implementation year for this site is the year 2022. According to the Institute of Traffic Engineers' (ITE) trip generation rates, the weekday AM Peak Hour period is anticipated to generate approximately 10 entering trips and 29 exiting trips. During the weekday PM Peak Hour period, it is anticipated that it will generate approximately 32 entering trips and 19 exiting trips.

The development will be accessed via three proposed driveways for this parcel of land, two on Geo Ln. and one on Buffalo Grass Rd.

Analysis results by analysis year are included in the following tables:

			2022 Conditions	
Intersection No. / Name	Signalization	Case	AM Peak	PM Peak
1 - Airport Rd. / S. Meadows Rd.	Signalized	NO BUILD	C - 32.5	C - 20.8
		BUILD	C - 33.5	C - 21.0
2 - Airport Rd. / Paseo del Sol	Signalized	NO BUILD	B - 19.5	B - 12.3
		BUILD	B - 19.6	B - 12.4
3 - Airport Rd. / Geo Lane	Unsignalized	NO BUILD	B - 12.3	B - 10.9
		BUILD	B - 12.5	B - 11.0
4 - Airport Rd. / Buffalo Grass Rd.	Unsignalized	NO BUILD	B - 11.4	B - 10.6
		BUILD	B - 11.6	B - 10.7
5 - Driveway"A" / Buffalo Grass Rd.	Unsignalized	NO BUILD	N/A	N/A
		BUILD	A - 8.7	A- 8.7
6 - Driveway"B" / Geo Lane	Unsignalized	NO BUILD	N/A	N/A
		BUILD	A - 9.0	A- 9.1
7 - Driveway"C" / Geo Lane	Unsignalized	NO BUILD	N/A	N/A
		BUILD	A - 9.0	A- 8.9

In summary, the proposed development does not have a significant adverse impact to the adjacent transportation system and the minimal impact to the transportation system can be mitigated by the recommended measures described in this report and summarized in the table above. In summary, the recommendations of this study are:

Recommendations

Project should be accessed via three full access driveways:

- **Driveway "A" / Buffalo Grass Rd.** – should be designed and constructed with one entering lane and one exiting lane minimum. Driveway "A" is located approximately 120 feet north of the south boundary of the subdivision (boundary line to centerline of Driveway "A").
- **Driveway "B" / Geo Lane** – should be designed and constructed with one entering lane and one exiting lane minimum. Driveway "B" is located approximately 230 feet north of the south boundary of the subdivision (boundary line to centerline of Driveway "B").
- **Driveway "C" / Geo Lane** – should be designed and constructed with one entering lane and one exiting lane minimum. Driveway "C" is located approximately 250 feet north of Driveway "B" (centerline to centerline).

Driveways shall be designed and constructed to preserve adequate sight distances as required by the City of Santa Fe Traffic Engineer.

Driveways should be designed and constructed to intersection Geo Lane and Buffalo Grass Rd. at a 90-degree angle plus or minus 10 degrees.

DEDICATION/AFFIDAVIT

KNOW ALL MEN BY THESE PRESENTS:
THAT THE UNDERSIGNED OWNER, HAS CAUSE TO DIVIDE THESE LANDS SHOWN HEREON. THIS LAND DIVISION IS MADE WITH THE CONSENT AND IN ACCORDANCE WITH THE WISHES AND DESIRES OF SAID OWNER(S), UTILITY COMPANIES ARE HEREBY GRANTED EASEMENTS AS SHOWN, AND ALSO FOR EXISITNG UTILITIES. OTHER EASEMENTS ARE GRANTED AS SHOWN.

THESE LOTS LIE WITHIN THE PLANNING AND PLATTING JUSIDICTION OF THE CITY AND COUNTY OF SANTA FE, STATE OF NEW MEXICO.

Harold D Trujillo — 7-18-07
PRAISE TABERNACLE CHURCH, PRESIDENT — DATE

STATE OF NEW MEXICO } ss
COUNTY OF SANTA FE }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS
18th DAY, OF July, 2007
Anni Garcia — MY COMMISSION EXPIRES 7-5-11
NOTARY PUBLIC
OFFICIAL SEAL
Annie Garcia
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires:

SANTA FE COUNTY APPROVAL NOTES AND CONDITIONS

for Shelly Cobau — 10-3-2007
SANTA FE COUNTY LAND USE ADMINISTRATOR — DATE

Mark Garland — 8-27-07
SANTA FE COUNTY RURAL ADDRESSING — DATE

07-3016
SANTA FE COUNTY DEVELOPMENT PERMIT No.

1. MAINTENANCE OF ACCESS ROADS AND UTILITY EASEMENTS IS THE RESPONSIBILITY OF THE LAND OWNER/USER UNLESS CURRENTLY MAINTAINED BY THE SANTA FE COUNTY PUBLIC WORKS DEPARTMENT (OR THE CITY OF SANTA FE OR N.M STATE HIGHWAY DEPT.).
2. THE APPROVAL OF THIS PLAT DOES NOT CONSTITUTE THE APPROVAL OF ANY FURTHER DEVELOPMENT, INCLUDING BUILDING PERMITS.
3. LANDS SHOWN HEREON LIE IN ZONE "X", OUTSIDE THE 100 YEAR FLOOD PLAIN ACCORDING TO THE FEDERAL FLOOD INSURANCE RATE MAP PANEL NO. 350069 0227 B.
4. EXISTING NATURAL DRAINAGE WAYS WILL NOT BE MODIFIED OR IMPEDED WITHOUT THE WRITTEN APPROVAL OF THE LAND USE ADMINISTRATOR OR COUNTY HYDROLOGIST. DEVELOPMENT SHALL NOT IMPEDE HISTORIC FLOW RATES OR PATTERNS TO OR FROM THESE LOTS.
5. THESE LOTS ARE SUBJECT TO SANTA FE COUNTY FIRE AND RESCUE IMPACT FEES AT THE TIME OF APPLICATION FOR BUILDING PERMIT.
6. THE LANDS SHOWN HEREON LIE WITHIN THE PLANNING AND PLATTING JURISDICTION OF THE CITY AND COUNTY OF SANTA FE.
7. SANTA FE COUNTY'S APPROVAL OF THIS SURVEY PLAT DOES NOT INCLUDE THE CONSTRUCTION OF THE PRIVATE EASEMENT(S) OR ROAD(S) AS SHOWN. PRIOR TO THE CONSTRUCTION OF SAID PRIVATE EASEMENT(S) OR ROAD(S), IT IS REQUIRED THAT AN ADDITIONAL DEVELOPMENT PERMIT BE APPLIED FOR AND THEN APPROVED BY THE SANTA FE COUNTY LAND USE ADMINISTRATOR.
8. NEW DRIVEWAY/ROAD ACCESS FROM COUNTY ROAD 61A IS SUBJECT TO APPROVAL BY THE PUBLIC WORKS DIRECTOR. THE DIRECTOR SHALL APPROVE THE LOCATION AND INSTALLATION OF A CULVERT AS PERMITTED BY SANTA FE COUNTY PRIOR TO ISSUING A PERMIT FOR CONSTRUCTION.
9. THE PARCELS AS PLATTED HEREON ARE SUBJECT TO SECTION 12.1 OF THE EZO, TERRAIN MANAGEMENT REGULATIONS AT THE TIME OF ANY DEVELOPMENT.
10. SOILS RATING: PURSUANT TO THE SANTA FE COUNTY LAND DEVELOPMENT CODE, THE SOILS RATING ON THIS PROPERTY IS DESIGNATED TO BE MODERATE-SEVERE REGARDING LIMITATIONS TO SEPTIC TANKS. POTENTIAL BUYERS/SELLERS OF THIS PROPERTY SHOULD INQUIRE WITH THE NEW MEXICO ENVIRONMENTAL DEPARTMENT WHETHER THESE SOILS ARE SUITABLE FOR A CONVENTIONAL SEPTIC SYSTEM OR IF AN ALTERNATIVE SYSTEM IS REQUIRED.
11. WATER SUPPLY ON THESE LOTS IS GOVERNED BY THE EXTRATERRITORIAL ZONING ORDINANCE, SECTION 10.1.A.
12. ONLY ONE WELL SHALL BE PERMITTED TO SERVE THESE LOTS. THIS WELL SHALL BE SUBJECT TO A SHARED WELL AGREEMENT.
    A) DRILLING OF ANY DOMESTIC WELL IS PROHIBITED IF REGIONAL WATER IS AVAILABLE WITHIN 200 FEET OF THESE LOTS.
    B) IF REGIONAL WATER BECOMES AVAILABLE, DOMESTIC WELL USE SHALL CEASE WITHIN 90 DAYS AND THESE LOTS SHALL CONNECT TO REGIONAL WATER SYSTEM.
    C) ALL WELLS DRILLED ON THESE LOTS POST JANUARY 1, 2000 MUST BE CONSTRUCTED PER E.Z.O. STANDARDS LISTED IN SECTION 10.1.A.3. PROOF OF PROPER CONSTRUCTION MUST BE SUBMITTED AT THE TIME OF DEVELOPMENT PERMIT REQUEST OR UPON DEMAND BY THE COUNTY LAND USE ADMINISTRATOR.
13. THE SHARED WELL AGREEMENT IS FILED IN THE OFFICE OF THE COUNTY CLERK AND RECORDED AS DOCUMENT No. 1502386
14. WATER USE ON THESE TRACTS IS RESTRICTED BY COVENANTS, FILED IN THE OFFICE OF THE COUNTY CLERK AND RECORDED AS DOCUMENT No. 1502387
15. ALL DEVELOPMENT SHALL OCCUR WITHIN BUILDABLE AREAS AS PER THE SANTA FE COUNTY LAND DEVELOPMENT CODE.
16. ALL BUILD-ABLE AREAS SHOWN HAVE SLOPES OF LESS THAN 15% AND THERE ARE NO NATURAL DRAINAGE WAYS OTHER THAN THOSE SHOWN AS DRAINAGE EASEMENTS.

CERTIFICATE

I, BERNIE A. ALARID, A NEW MEXICO PROFESSIONAL SURVEYOR NO. 5338, DO HEREBY CERTIFY THAT THIS LAND DIVISION SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED, WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS OR EXCEEDS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Bernie A. Alarid — 7-18-07
BERNIE A. ALARID, P.L.S. NO. 5338 — DATE

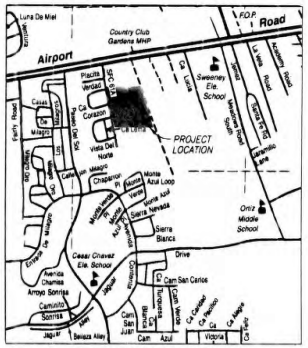
NEW MEXICO PROFESSIONAL SURVEYOR No. 5338 BERNIE A. ALARID

NOTES

1. BASIS OF BEARING IS TAKEN FROM A 1/2" IRON PIPE AND A REBAR W/CAP No. 5217 BEING THE SOUTH BOUNDARY LINE OF AS SHOWN HEREON [N 89°47'50" W]
2. DATA IN PARENTHESIS IS RECORD DATA IN REFERENCE DOCUMENT 1

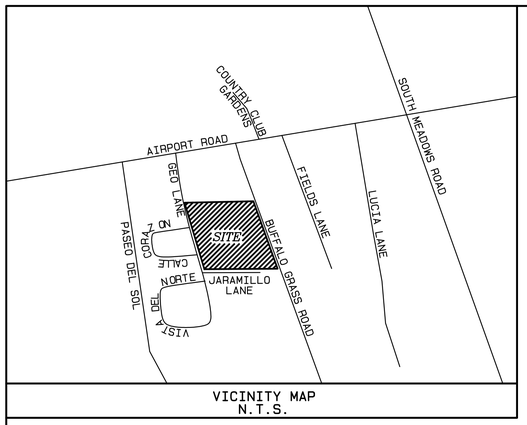
REFERENCE DOCUMENTS

1. PLAT ENTITLED "PLAT OF SURVEY FOR DENNIS R. AND PATRICIA A. PADILLA", PREPARED BY JAMES J. MEDRANO N.M.P.S. No. 5217 AS FILED IN THE OFFICE OF THE SANTA FE COUNTY CLERK IN BOK 271, PAGE 30 ON APRIL 14th, 1994.
2. WARRANTY DEED FROM DENNIS R. PADILLA AND PATRICIA A. PADILLA TO PRAISE TABERNACLE CHURCH AS FILED IN THE OFFICE OF THE SANTA FE COUNTY CLERK IN BOOK 1628, PAGE 770 ON APRIL 16th, 1999.


Airport
Road
PROJECT LOCATION
Cesar Chavez Elem. School
Sweeney Elem. School
Ortiz Middle School
Arroyo Sonrisa
Camino Sonrisa
Sierra Nevada
Sierra Blanca
Vista Del Norte
Paseo De Peralta
Agua Fria
Cam Carleton
Cam San Carlos
Cam Azul
Victoria
Beleza Alley
Jaguar
Airport Road
Richards Avenue
Old Pecos Trail
Cerrillos Road
Governor Miles Road
Siler Road
Rodeo Road
Frontage Road
Zia Road
Agua Fria St.
Guadalupe St.
Camino Del Monte Sol
Camino Manzano
Camino Cabra
Camino Carleton
Camino Chaparral
Camino Monte Alto
Camino Monte Azul Loop
Camino Monte Vista
Camino Sierra Nevada
Camino Sierra Blanca
Camino Cesar Chavez
Camino Cam San Carlos
Camino Cam Azul
Camino Cam Victoria
Camino Cam Jaguar
Camino Cam Beleza
Camino Cam Sonrisa
Camino Arroyo Sonrisa
Camino Arroyo Frijoles
Camino Arroyo Hondo
Camino Arroyo Seco
Camino Arroyo Tenorio
Camino Arroyo Chamisa
Camino Arroyo Sombrio

BOUNDARY SURVEY OF THE GEO LANE PARK SUBDIVISION

LYING AND BEING SITUATED WITHIN PROJECTED SECTION 12, T. 16 N., R. 8 E., N.M.P.M.,
CITY OF SANTA FE, NEW MEXICO



VICINITY MAP
N.T.S.



BOUNDARY DATA CHART

LINE	ARC	CHORD BEARING	RADIUS	DELTA	CHORD
L1	6.78'	N89°47'37"W			
C1	31.79'	N53°21'36"W	25.00'	72°52'02"	29.69'
C2	27.25'	S70°59'21"W	54.00'	28°54'47"	26.96'
C3	12.34'	S73°22'12"W	21.00'	33°40'22"	12.16'
L2	18.07'	N89°47'37"W			
C4	43.02'	N71°43'44"W	54.00'	45°38'48"	41.89'
C5	39.47'	N27°57'52"W	54.00'	41°53'01"	38.60'
L3	14.45'	N20°07'39"W			
C6	12.34'	N03°17'28"W	21.00'	33°40'22"	12.16'
C7	19.38'	N03°15'41"E	54.00'	20°34'04"	19.28'
C8	8.87'	S09°57'44"E	25.00'	20°19'51"	8.82'
C9	39.27'	S45°12'12"W	25.00'	90°00'00"	35.36'
L4	57.59'	N89°47'48"W			
C10	30.40'	N54°57'44"W	25.00'	69°40'09"	28.56'
L5	9.26'	N20°07'39"W			
C11	38.38'	N27°03'23"E	25.00'	87°57'56"	34.72'
L6	6.78'	N89°47'37"W			
C12	31.79'	N53°21'36"W	25.00'	72°52'02"	29.69'
C13	8.36'	N80°37'22"E	25.00'	19°10'02"	8.32'
L7	5.00'	S89°47'37"E			
C14	30.40'	S54°57'38"E	25.00'	69°39'58"	28.56'
C15	35.25'	S20°16'09"W	25.00'	80°47'35"	32.40'
C16	12.89'	S75°26'10"W	25.00'	29°32'27"	12.75'
C17	26.11'	S50°02'54"E	25.00'	59°50'29"	24.94'
L8	33.40'	S20°07'39"E			
C18	48.14'	S35°02'16"W	25.00'	110°19'51"	41.04'
L9	7.34'	N89°47'48"W			
L10	37.52'	N89°47'48"W			
C19	24.36'	N64°52'11"W	28.00'	49°51'15"	23.60'
C20	6.66'	N43°55'01"W	48.00'	7°56'54"	6.65'
C21	67.63'	N88°15'27"W	48.00'	80°43'58"	62.18'
C22	8.36'	N80°37'22"E	25.00'	19°10'02"	8.32'
C23	27.37'	S35°02'28"W	48.00'	32°40'11"	27.00'
C24	51.99'	S12°19'18"E	48.00'	62°03'21"	49.48'
C25	30.40'	S54°57'44"E	25.00'	69°40'09"	28.56'
C26	38.38'	N27°03'23"E	25.00'	87°57'56"	34.72'
L11	12.61'	N16°55'35"W			
C27	58.25'	S78°07'03"E	48.00'	69°32'09"	54.74'
C28	22.42'	N53°43'55"E	48.00'	26°45'56"	22.22'
C29	24.36'	N65°16'34"E	28.00'	49°51'15"	23.60'
L12	26.99'	S89°47'48"E			

NOTES:

1. BASIS OF BEARING IS TAKEN DIRECTLY FROM PLAT ENTITLED "LAND DIVISION PREPARED FOR PRAISE TABERNACLE" PREPARED BY BERNIE A. ALARID, N.M.P.L.S. No. 5338, RECORDED IN BOOK 666, PAGE 21 ON OCTOBER 10, 2007 AT THE SANTA FE COUNTY CLERK'S OFFICE.
2. REFER TO WARRANTY DEED, FREEDOM CHURCH PRAISE TABERNACLE CHURCH FKA TO LUIS OLIVAS, JOHN REEDER, & HASSAN SALAM, RECORDED AS INSTRUMENT #1873943 ON NOVEMBER 30, 2018 AT THE SANTA FE COUNTY CLERK'S OFFICE
3. LANDS SHOWN HEREON LIE WITHIN ZONE 'X' - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM MAP 35049c0393d, DATED JUNE 17, 2008.

SURVEYOR'S CERTIFICATE

MITCHEL K. NOONAN NEW MEXICO 6998 PROFESSIONAL LAND SURVEYOR

I MITCHEL K. NOONAN, N.M.P.L.S. No. 6998 DO HEREBY CERTIFY THAT THIS SUBDIVISION SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MITCHEL K. NOONAN N.M.P.L.S. No. 6998

COUNTY OF SANTA FE)
) SS
STATE OF NEW MEXICO)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THE____ DAY OF_____, A.D. 20____, AT _____ O'CLOCK_____M AND WAS DULY RECORDED IN PLAT BOOK_____, PAGE_____, OF THE RECORDS OF SANTA FE COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE
GERALDINE SALAZAR
COUNTY CLERK, SANTA FE COUNTY, N.M.

DEPUTY

SITE DATA (TRACT 1 & 2)	
LOTS	5.631Ac±
OPEN SPACE & RETENTION POND	0.696Ac±
RIGHT OF WAY	2.252Ac±
TOTAL	8.579Ac±

INDEXING INFORMATION FOR COUNTY CLERK	
UPC:	1-048-095-388-368 & 1-048-095-397-338
OWNER:	LUIS OLIVAS, JOHN REEDER, & HASSAN SALAM
FILED:	INSTRUMENT #1873943
SUBDIVISION:	N/A
SECTIONS:	SECTION 12, T. 16 N., R. 8 E., N.M.P.M.

SOUTHWEST MOUNTAIN SURVEYS
1114 HICKOX ST., SANTA FE, N.M. 87501
(505) 982-9429 FAX (505) 986-3413

DATE (S): 12/22/18 | DRAWN BY: DKR | PROJECT No: C-2924A

EXHIBIT B1

EXHIBIT B1

ITEM # 19-0616

City of Santa Fe
Planning Commission
Findings of Fact and Conclusions of Law

Case #2019-19
4000 & 4100 Geo Lane General Plan Amendment
Case #2019-20
4000 & 4100 Geo Lane Rezoning

Owner's/Applicant's Name- Geo Park, LLC
Agent's Name- John Reeder

THIS MATTER came before the Planning Commission (Commission) for hearing on June 6, 2019 upon the application (Application) of John Reeder as agent for Geo Park, LLC (Applicant).

The application includes two properties located at 4000 and 4100 Geo Lane totaling approximately 8.59 acres. The Applicant requests (1) approval of a general plan amendment to change the Future Land Use Designation from Institutional to Low Density Residential and (2) a rezoning from R-1 (Residential-one dwelling unit per acre) to R-6 (Residential-six dwelling units per acre). The plan (Project) would create a 48 lot subdivision.

After conducting a public hearing and having heard from staff and all interested persons, the Commission hereby FINDS, as follows:

FINDINGS OF FACT

General

1. The Commission heard reports from staff, received testimony and evidence from the Applicant, and heard testimony offered by members of the public.
2. Santa Fe City Code (SFCC) §14-3.2(D)(1) provides that an application for amendments to the general plan may be considered concurrently with an application for rezoning.
3. SFCC §14-3.1 sets out certain procedures to be followed on the Application, including, without limitation, (a) a pre-application conference [SFCC §14-3.1(E)]; (b) an Early Neighborhood Notification (ENN) meeting [SFCC §14-3.1(F)(2)(a)(iii)&(iv)]; and (c) compliance with notice and public hearing requirements [SFCC §14-3.1(H)-(I)].
4. A pre-application conference was held on December 27, 2018 in accordance with SFCC §14-3.1(E)(1).
5. Pursuant to SFCC §14-3.1(H), notice of the ENN meeting was properly given.
6. Pursuant to SFCC §14-3.1(F), an ENN meeting was held on the Application on January 31, 2019 at the Southside Branch of the Santa Fe Public Library, 6599

Jaguar Drive, Santa Fe, New Mexico 87507. The ENN meeting was attended by several representatives of the Applicant and members of City staff. Seven members of the public signed in, although more attended. Residents expressed numerous concerns, including traffic on Airport Road, crime in the area, rapid growth of the city, and neighborhood character.

7. Pursuant to SFCC §14-2.3(C)(7)(a), the Commission has the authority to review and make recommendations to the Governing Body regarding amendments to the general plan.
8. Pursuant to SFCC §14-2.3(C)(7)(c), the Commission has the authority to review and make recommendations to the Governing Body regarding rezonings.
9. 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) together with a recommendation that the Commission recommend approval of the amendment to the general plan and the rezoning, subject to certain conditions of approval (the Conditions) set out in the Staff Report.

General Plan Amendment

1. Pursuant to SFCC §14-3.2, the general plan must be amended before new zoning regulations establishing new land use classifications may be approved.
2. SFCC §14-3.2 sets out certain procedures for amendments to the general plan, including, without limitation, submittal of an application for review, a public hearing by the Commission, and a recommendation to the Governing Body based upon the criteria set out in SFCC §14-3.2(E).
3. Under the general plan, "Low Density Residential" is the second-lowest density category and permits residential zoning of three to seven units per acre.
4. SFCC §14-3.2(E)(1) 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 any amendmeut to the general plan.
5. Based on the Staff Report and testimony and evidence presented at the hearing, the Commission finds that all applicable criteria in SFCC §14-3.2(E)(1) have been met.
6. Pursuant to SFCC §14-3.2(E)(1)(a), the Commission finds that the proposal is consistent with existing land use conditions and that there is access to available infrastructure.
7. Pursuant to SFCC §14-3.2(E)(1)(b), the Commission finds that the proposal is consistent with other parts of the general plan.
8. Pursuant to SFCC §14-3.2(E)(1)(c), the Commission finds that the proposed use is not inconsistent with the prevailing use and character in the area, that the Project is well over the 2 acre minimum required for a general plan amendment, and that it will not benefit one or a few landowners at the expense of the surrounding landowners or the general public, as long as the resulting density is appropriate for the surrounding area.

9. The Commission finds that the criterion in SFCC §14-3.2(E)(1)(d) is not applicable to this case.
10. The Commission finds that the criterion in SFCC §14-3.2(E)(1)(e) is not applicable to this case.
11. Pursuant to SFCC §14-3.2(E)(1)(f), the Commission finds that housing at that location would promote the general welfare and contribute to the harmonious development of Santa Fe as long as the resulting density and design proposal are appropriate for the surrounding area.
12. Pursuant to SFCC §14-3.2(E)(1)(g), the Commission has considered conformity with other city policies, including land use policies, ordinances, regulations and plans.
13. The Commission finds that the additional criteria in SFCC §14-3.2(E)(2) are not applicable to this case because the proposal would not amend the land use policies section of the general plan.
14. The Commission finds that the additional criteria in SFCC §14-3.2(E)(3) are not applicable to this case because the proposal does not involve the adoption of a neighborhood plan.

Rezoning

1. SFCC) §14-3.5(B) sets out certain procedures for rezonings, including, without limitation, a public hearing by the Commission and recommendation to the Governing Body based upon the criteria set out in SFCC §14-3.5(C).
2. SFCC §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.
3. At the hearing, members of the public and individual Commissioners raised concerns about the proposed R-6 zoning and suggested that a lower density might be more appropriate due to the existing density in the surrounding area.
4. The proposed rezoning should be tabled to permit the Applicant to consider the concerns expressed by individual Commissioners and members of the public concerning density and the proposed design of the new project.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Commission CONCLUDES as follows:

General

1. Pursuant to SFCC §14-3.1, all procedures regarding the pre-application conference, ENN meeting, notice, and public hearing requirements were followed.

Case #2019-19
4000 & 4100 Geo Lane General Plan Amendment
Case #2019-20
4000 & 4100 Geo Lane Rezoning

General Plan Amendment

1. The Applicant has the right under the Code to propose an amendment to the general plan.
2. The Commission has the power and authority at law and under the Code to review the proposed amendment to the general plan and to make recommendations regarding the proposed amendment to the general plan to the Governing Body.
3. All applicable code requirements for recommendation of approval of an amendment to the general plan have been met.

Rezoning

1. The Applicant has the right under the Code to propose the rezoning of the Property.
2. The Commission has the power and authority at law and under the Code to review the proposed rezoning of the Property and to make recommendations regarding the proposed rezoning to the Governing Body.
3. The Commission tabled consideration of the proposed rezoning set forth in the Application for Case No. 2019-20.

WHEREFORE, IT IS ORDERED ON THE 11th DAY OF JULY 2019 BY THE PLANNING COMMISSION OF THE CITY OF SANTA FE:

Considering the foregoing findings and conclusions, the Commission recommends that the Governing Body approve of the general plan amendment, as requested in the Application for Case No. 2019-19, subject to the Conditions in the Staff Report.

John B. Hiatt
Chairperson

7-11-19
Date:

FILED:

Yolanda Y. Vigil
City Clerk

7/12/19
Date:

APPROVED AS TO FORM:

Sally A. Paez
Assistant City Attorney

07/11/2019
Date:

EXHIBIT B1

City of Santa Fe

Agenda

AMENDED

PLANNING COMMISSION
Thursday, June 06, 2019 - 6:00pm
City Council Chambers
City Hall 1st Floor - 200 Lincoln Avenue

A. ROLL CALL
B. PLEDGE OF ALLEGIANCE
C. APPROVAL OF AGENDA
D. APPROVAL OF MINUTES AND FINDINGS/CONCLUSIONS:
MINUTES: May 16, 2019
FINDINGS/CONCLUSIONS:
Case #2018-97. 4327 and 4323 Airport Road Rezoning

E. OLD BUSINESS
F. NEW BUSINESS

1. An Ordinance Amending Various Sections of Chapter 14, the Land Development Code, to Repeal the Summary Committee, a Subcommittee of the Planning Commission; Repeal Obsolete References to the Business Capitol District Development Review Committee; and Make Such Other Changes as Are Necessary to Provide Consistency. (Councilor Abeyta) (Noah Berke, Planner Manager, nlberke@santafenm.gov, 955-6647)

2. **Case #2019-46. 0 Camino Carlos Rey Verizon Telecommunication Facility.** Black & Veatch, Agent, for Verizon Wireless, Applicant, request approval of a new Telecommunication Facility pursuant to Subsection 14-6.2(E) "Telecommunication Facilities". The property is zoned R-3 (Residential- three dwelling units per acre). (Dan Esquibel, Case Manager, daesquibel@santafenm.gov, 955-6587)

3. **Case #2019-39. 5750 Alameda Frontage Road Special Use Permit for a Fire Station.** AOS Architects, Agent, for the City of Santa Fe, request approval of a Special Use Permit to allow for City of Santa Fe Fire Station. The property is approximately 30.55 acres and is zoned R-3 (Residential- three dwelling units per acre). (Noah Berke, Case Manager, nlberke@santafenm.gov, 955-6647)

4. **Case #2019-38. 5750 Alameda Frontage Road Fire Station Number 2 Development Plan, Height, and Sign Variances.** AOS Architects, Agent, for the City of Santa Fe, request approval of a Development Plan for a new City of Santa Fe Fire Station that will be approximately 14,000 square feet. The request also includes variances to Table 14-7.2-1 "Maximum Height of Structures" and Subsection 14-8.10(G) "General Requirements for Signs According to District". The property is approximately 30.55 acres and is zoned R-3 (Residential- three dwelling units per acre). (Noah Berke, Case Manager, nlberke@santafenm.gov, 955-6647)

5. **Case #2019-40. 1849 Arroyo Chamiso Rezone.** JenkinsGavin, Inc., Agent, for John & Janet Di Janni, Owners, requests a rezoning from R-1 (Residential- one dwelling unit per acre) to R-2 (Residential- two dwelling units per acre). The property is located at 1849 Arroyo Chamiso and is approximately 2.0 acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136)

6. **Case #2019-41. 1849 Arroyo Chamiso Preliminary Subdivision.** JenkinsGavin, Inc., *Agent, for John & Janet DiJanni, Owner, requests approval of a preliminary subdivision* plat for four residential lots located at 1849 Arroyo Chamiso. The property is zoned R-1 (Residential- one dwelling unit per acre) and is approximately 2.0 acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136)

7. **Case #2019-19. 4000 and 4100 Geo Lane General Plan Amendment.** John Reeder, Agent, for GEO Park, LLC, Owner, requests approval of a General Plan Amendment to amend the existing General Plan Future Land Use designation for approximately 8.59 acres from Institutional to Low Density Residential. The properties are located at 4000 and 4100 Geo Lane. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136)

8. **Case #2019-20. 4000 and 4100 Geo Lane Rezoning.** John Reeder, Agent, for GEO Park, LLC, Owner, requests a rezoning from R-1 (Residential- one dwelling unit per acre) to R-6 (Residential- six dwelling units per acre). The properties are located at 4000 and 4100 Geo Lane and total approximately 8.59 acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136)

G. STAFF COMMUNICATIONS

H. MATTERS FROM THE COMMISSION

1. *Planning Commission Agendas and cases.*
2. *Discussion of ENN Procedures and Policies.*
3. *Discussion of Affordable Housing.*

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 28, 2019
TIME:	10:03 AM

EXHIBIT B1

SUMMARY INDEX
PLANNING COMMISSION
June 6, 2019

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PLANNING COMMISSION
Thursday, June 6, 2019 - 6:00pm
City Council Chambers
City Hall 1st Floor - 200 Lincoln Avenue

CALL TO ORDER

A regular meeting of the City of Santa Fé Planning Commission was called to order by Chair Hiatt on the above date at approximately 6:04 p.m. in the Council Chambers at City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

A. ROLL CALL

Roll Call indicated the presence of a quorum for the meeting.

Members Present
Commissioner John B. (Jack) Hiatt, Chair
Commissioner Pilar Faulkner, Secretary
Commissioner Janet Clow
Commissioner Lee Garcia
Commissioner Brian Patrick Gutierrez
Commissioner Mark Hogan [arriving later]
Commissioner Jessica Lawrence
Commissioner Dominic Sategna

Members Absent
(One Vacancy)

Others Present:
Ms. Carol Johnson, Land Use Department Director
Mr. Noah Berke, Planner Manager and Staff Liaison
Ms. Sally Paez, Assistant City Attorney
Mr. Dan Esquibel, Planner Senior
Mr. Carl Boaz, 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 Planning and Land Use Department.

B. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

C. APPROVAL OF AGENDA

Faulkner, Garcia, Gutierrez, Lawrence and Sategna voting in favor and Commissioner Hogan voting against.

MOTION: Commissioner Sategna moved, seconded by Commissioner Lawrence, to approve the preliminary subdivision plat in Case #2019-41, subject to conditions of approval and technical corrections recommended by Staff.

VOTE: The motion passed by majority voice vote with Commissioners Clow, Faulkner, Garcia, Gutierrez, Lawrence and Sategna voting in favor and Commissioner Hogan voting against.

Chair Hiatt, regarding the Findings of Fact and Conclusions of Law for both cases, asked Ms. Paez if she had heard anything in testimony that would change her proposed FF/CL for both cases.

Ms. Paez said the actions are consistent with what is in the packet.

Chair Hiatt asked Mr. Logston if any testimony would change any FF/CL.

Mr. Logston said no.

MOTION: Commissioner Faulkner moved, seconded by Commissioner Clow, in Case 2019-40 and 2019-41 to approve the Findings of Fact and Conclusions of Law as proposed.

VOTE: The motion passed by majority voice vote with Commissioners Clow, Faulkner, Garcia, Hogan, Lawrence and Sategna voting in favor and none voting against. Commissioner Gutierrez was not present for the vote.

7. **Case #2019-19. 4000 and 4100 Geo Lane General Plan Amendment.** John Reeder, Agent, for GEO Park, LLC, Owner, requests approval of a General Plan Amendment to amend the existing General Plan Future Land Use designation for approximately 8.59 acres from Institutional to Low Density Residential. The properties are located at 4000 and 4100 Geo Lane. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136)

8. **Case # 2019-20. 4000 and 4100 Geo Lane Rezoning.** John Reeder, Agent, for GEO Park, LLC, Owner, requests a rezoning from R -1 (Residential- one dwelling unit per acre) to R-6 (Residential- six dwelling units per acre). The properties are located at 4000 and 4100 Geo Lane and total approximately 8.59 acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136)

Staff Report

Mr. Logston presented the Staff Report for both cases. He explained that the Applicant is not looking for preliminary subdivision approval right now, but he was asked to show how the density would look on the ground. The Planning Commission just makes a recommendation on both of the cases. He was not very specific about these parcels and in S.W.A.M.P. designations were given, based on who owns and current usage. While the parcel is designated as institutional, the Master Plan doesn't recommend against residential. The General Plan criteria meet growth and development goals and in SWAMP, this is not out of character. The use is advantageous to the public; it meets Chapter 14 standards and development and growth goals, and the infrastructure can handle it.

Three motions are required"
1 - recommend to the Governing Body to approve the General Plan Amendment on use to residential and no conditions are applicable.
2 - approve rezoning from R-1 to R-6, subject to conditions of approval and technical corrections;
3 - Approval of the FF/CL for both cases.

He said #2019-19 is the correct caption.

Applicant's Presentation

Mr. John Reeder was sworn and said he is acting as agent and as a 1/3 owner, here with his partners. We seek to develop as an Affordable Housing subdivision and feel that is very appropriate. It was institutional because it was owned by a church which was not possible to build and put it up for sale.

They are asking for R-6 rezoning. The property is bounded on two sides by R-12 and the others by R-6. So it will be consistent with the area and ideal for infill and requires no expansion of infrastructure. Roads and utilities are already there. They are seeking to develop 48 lots although 51 would be allowed at R-6. The public would be better served with residential instead of vacant land. People do donuts on the grounds there. So, there are hazardous activities now.

We were surprised at a little opposition and understand some neighbors are impacted by it who live right next door. Overall there is benefit to the public as a version of west meadows across the street.

Questions to the Applicant

Commissioner Faulkner asked what kind of housing they envision.

Mr. Reeder said they would not want to restrict manufactured housing that is permanently anchored. The lots would be 5,000 to 7,000 square feet so a house could be up to 2,000 square feet.

Commissioner Faulkner said she saw the rectangle shape and not square which would restrict building a house.

Mr. Reeder did not think so and said they still have flexibility there. Right now, it is very preliminary, and they seek rezoning first and then will be open to those comments.

Public Comment

Marty Rodriguez was sworn and said they were going to get a church there. She was born there and lived there all her life. There was no traffic and no crime but now there are both. She noted that the Mayor wanted to erase the lines between south side and downtown but putting another trailer park there would not erase it. We want something nice there. 48 mobile homes there would be a cost of a hundred more cars on Airport Road. She said she could just see the traffic and motorcycles that go in and out. She would rather have a church.

Helen Chávez was sworn and said she was born and raised here. She and her husband moved there in the 1990's he passed away four years ago. Geo Lane is my back yard. There is lots of crime there. No U-turns are permitted on that street. Cars could fit into Geo Lane and have to make a turn to go back onto Geo Lane. There are many schools there and businesses. The owner told her he was selling mobile home lots. She has two dogs to protect her from the things going on. She thought it will create more crime and traffic and deaths. Santa Fe has changed a lot. She would hope for commercial development. She asked the Commission to take thought things into consideration.

Debra Snyderman was sworn and explained that on KSK Lane, the only way in is by making a U- turn. She said, "I apologize if you feel I have been disrespectful. I have felt disrespected when the first mobile home moved into Buffalo Grass. The street I live on is R-3 and I have lived there since 1988 as a retired teacher. When I started, we were 47th in the nation in salaries and still made our adobe home very lovely.

In 2018 was the first mobile home and a wall separated me from neighbors who were also R-3. I had to build a coyote fence on top since the trailer was right in my face, so I had to adjust. Since the first one, I have felt totally disrespected by the City of Santa Fe. We are placed on the bottom of the list. It is symbolic for the way our part of the City is treated with trailers and inappropriate businesses.

"Many things that occur in my neighborhood would not be tolerated in other parts of

town. We have no covenants. I have a master's degree and traveled a lot of the world and intend to keep traveling. We appear to be the least likely to defend ourselves and get an attorney to help defend us. I've tried to work with Councilors and City Staff at City Hall. I do a lot of volunteer work like ESL tutoring at the Southside Library. That should be a standard for the rest of the Airport community but not what we are getting. People with money go in and buy it for Affordable Housing because there are no standards. They just want to cash out and divide their land into as many lots as possible. Where are they going to park two cars? Please consider those. To get to my house is the KSK Buddhist Center. The Dali Lama has been there and other important Buddhists. Anyone coming in has to make a U turn and the only place now is Paseo del Sol. This is an everyday occurrence. People on Paseo del Sol can turn right on red but people when I have a green arrow still turn and people blow me off. This is without the hundred extra cars needing to get into Geo Lane or Buffalo Grass. Only 4-5 cars that can get into that lane if coming from east. Coming from the west is a right turn and they must pass KSK Lane.

Chair Hiatt said the Commission usually allows 2-3 minutes.

Ms. Snyderman said the two issues are traffic safety and the standard for Affordable Housing. I'm all for Affordable Housing. As a social worker, research has been done how to create a healthy community and not an at-risk neighborhood.

Ms. Monica Marikapas, 1829 Hano Road, was sworn and a member on the board of the Buddhist Center and an event manager and assistant to the Lamas. As Buddhists, we try to find the best solution and be kind to all parties involved. But this development is clearly not good except for the developers. It is not a good space for human beings, being packed in as tight as possible with no room for children. The Buddhist is kind of in the center. There are three issues: traffic, neighbors impacted and impact on possible residents in this state.

"This is not an Affordable Housing project. To squeeze 48 trailers in doesn't make a good project in any way. I go to the Center 4-7 times each week. But I take my life in my hands when making a U–turn at Paseo del Sol. I pay attention every time. But there is going to be an accident there.

"We are a quiet group. We do Buddhist chanting and we are a peaceful group. I like having the big field behind us and the new development will abut right up against us from the back of our buildings."

"I also wondered when hearing questions about Arroyo Chamiso in a very large lot. These lots are already surrounded by huge numbers of people. How about R-2 and R-3 and put in real houses. I encourage you to vote against this.

Darrell McAllen was sworn and said, "Our biggest concern is traffic control. I go up Airport Road and it is a major road from 599 to Cerrillos Road. I leave at 5:45 but at

7:00 someone has to let us out to take kids to school. I never like to do a U-turn, so I have to go all the way around. I think it is way too many houses for such a small lot. There are about 80-100 mobile homes there now and 20 more nearby. The road is very narrow, and kids play there. We first heard they would put real homes there and I understand the rectangular shape now. With only two access points, the road is dangerous and narrow. I would not want a mobile home park there but regular homes on regular lots. Certainly not putting older manufactured homes there. I think there is a city ordinance to also consider.

Tanya Venetta, 134 Vista del Norte in the southern part of South Meadows, was sworn. We were never notified about this rezoning. I heard tonight that letters were mailed only to those within 200' but it should be to everyone who has to live on that road. I have two kids, 6 and 9. In the morning it is at a stop. And in the afternoon only 3 cars fit into Geo Lane and that needs to be adjusted. As far as Affordable Housing. we do need Affordable Housing, but it should not be at the expense of the people who already live there.

"I've heard you talk about a negative impact and this would definitely be negative on my community and my children. Please take into consideration the others who are there. Everyone who is affected should be notified. When you put up a sign, it is not like a letter and they will find someone who can tell them what it says. There are 80 homes in South Meadows and about 10% were notified.

There were no other speakers from the public regarding this case and the public hearing portion was closed.

Commissioner Faulkner said this development bothers me. Commissioner Garcia and I represent District 3 and density is a real problem. These are not communities, but houses and that property should be used as an amenity of some kind. No park is visible. I have a problem with increasing this density. There is no walkability to healthy food. We don't need to add more people to a food desert. Parks are not well maintained. This zoning is not appropriate because the area around is so dense.

Commissioner Clow asked about the type of homes for this property.

Mr. Logston said there are no new mobile homes or trailers permitted anywhere in the City. Manufactured homes are built to their own standard and matchstick built homes and are attached to the ground. We are not allowed to prohibit manufactured homes and people choose them for affordability.

The lot shape is rectangular and their size it typical for manufactured homes.

Mr. Berke added that a subdivision is just that - creating square pieces of land and the State Code prohibits us from prohibiting manufactured homes. The industry worked hard on that. HUD has standards for them. This is just a rezoning case. Some get

approved and then no development happens. Also, people like Pulte and D.L Horton could purchase those lots. Pulte bought and built 250 homes for Las Soleras.

It is an option for manufactured homes, and we don't regulate them except 1976. And stick built homes can be built there.

Mr. Logston said notice requirements in the code is mailing to those within 300' and frequently we hear people who did not get a notice. Maybe we should encourage applicants to expand that, but they followed code.

A grocery or a park would be an excellent development. Grocery stores come in when there is a critical mass. The City cannot force anyone to develop a grocery store there.

He did not discount any of the concerns the residents have when it comes to a head. We are planning to do much more updating to the General Plan, but he could only make a recommendation based on what we have in the Code and neighbors base it on other things.

Commissioner Hogan asked Mr. Romero about access to Geo Lane.

Mr. Romero said left turns are allowed and they don't have to make a U-turn. U turns are needed for Buffalo Grass Road. He understood how U-turns are considered difficult and dangerous. But they are not dangerous and in fact, are safer than allowing left out.

The City built medians along Airport Road and before them, there were constant left turns along Airport Road. With the medians, there have been bigger reductions of injury and accidents. Rarely is there an accident with U-turns. U-turners have to yield to left turners and right turners.

Regarding Geo Lane, the traffic study showed the left turn could accommodate the future traffic.

Commissioner Hogan asked if stacking is adequate for U-turns.

Mr. Romero said the left turn storage is small compared to other major roads. But the majority are accommodated.

We cannot increase capacity there. Connections have been improvements. We worked with schools, knowing we needed other ways out on the west side. The South Meadows connection to 599 makes it more desirable. More people use 599 to get downtown. We are also working on optimizing the signals on Airport Road and studying whether the Jemez Road signal is still needed. We are close to making the timing work there.

Commissioner Gutierrez said at peak hours, everybody is traveling up in the morning

and down in the evening and I don't think a 3-car capacity will work with the development. Cars travel extremely fast there on Airport Road. He asked if it can be extended.

Mr. Romero said if we could extend it, we would ask the developer to do that. But on the other side is a left turn lane just east of Geo Lane and to lengthen it would mean no left turn allowable.

Commissioner Gutierrez noted that property has not been built out.

Mr. Romero said it serves the whole area.

Commissioner Faulkner commented she did not care if trailers are there. The issue is density. There is so much need for amenities there and just adding more people just makes it worse. The city is being critical that our need for Affordable Housing still allows in lieu of fees. I am against the zoning to this level of density.

Commissioner Garcia said putting so many houses on smaller lots is not good. - Owning your own house is or should be everyone's right. There are also many homes there without amenities along Airport Road. This is a frontage of Airport Road and a little too dense. In this case, we need to consider how the whole neighborhoods there would work. I think the density is too much.

Commissioner Gutierrez had some questions for Director Ladd for clarity. If someone who wants to buy one and qualifies for 0 could pay $34,900.

Director Ladd explained the way it works is a 20% requirement with three different income tiers. It is a trigger for the Santa Fe Homes Program, but we cannot apply it until we get to the subdivision stage. This price in front of the Commission is a subsidized price for the lot and geared to the three tiers and would have to be certified by the City.

Commissioner Gutierrez quoted the list of Affordable Housing lots for this development but understood that might change as it goes forward.

Director Ladd agreed. There is a fractional fee for fractional unit. She clarified that the fee in lieu of amendment only applies to multi-family units. So there is not a relationship with these particular projects.

Commissioner Faulkner asked if any of that fund will be used on this property.

Director Ladd said that individual buyers might qualify if they are income-qualified.

Commissioner Faulkner asked if any of those funds go to individuals if they applied for a property for their home.

Director Ladd said it is very possible, if they qualify for those funds. The nonprofits

would connect them to those loans.

Commissioner Faulkner said the fee in lieu of provision allows a developer to not do Affordable Housing and spread affordable options throughout the city. Other developers do high density development in Districts 2 and 3. Everyone tonight complained about affordable clustering like in Districts 2 and 3. And the only way to combat poverty clustering and crime and low voting turnout and inequity in general is to spread poverty throughout a city. The Mayor gave us a book and that is one of the points in the book. There is an absolute connection.

Director Ladd said the Affordable Housing Trust funds are allocated on an annual basis and nonprofits propose a method for assistance. That can be rental assistance or down payment assistance. Because of rental assistance, it can be used on any property and allows a person the ability to rent or buy in any section of the city. She felt it gives people a choice to live in any part of town and not be limited to a development like this.

Commissioner Faulkner said that is if the area will accept the developer.

Director Ladd said it is just an issue if the landlord is able to choose which kind of assistance vouchers they choose to accept.

Chair Hiatt asked Mr. Reeder if he had thoughts about massaging the project in any way.

Mr. Reeder said Mr. Logston already addressed the notices and we mailed out 114 letters within 300' of our property. We are bordered on the north by Shalom R-12 and on south by a trailer park at R-12. The recommended density for low income is R-7 and we didn't go that far. If the lots were bigger, it would not be affordable homes. We want an R-6 subdivision. We could look into more square shape. We hired a civil engineer but wanted to get rezoning before doing the engineering for the density. We can try to make the lots more conducive to stick-built houses.

We did volunteer to construct sidewalks on Geo Lane and Buffalo Grass on our side all the way to Airport Road. So people would not have to walk in the street.

Commissioner Gutierrez said he was on the Commission when Buffalo Grass came in. The end game of what happened there was not a benefit to the city. So if you get approval here, how would you mitigate the problem of trying to get 2 mobile homes on one lot? That is what happened in Buffalo Grass. With two trailers, the quality of life is not good.

Mr. Reeder thought they could create covenants for only one unit per lot and that all be anchored with a permanent foundation. We also could build a wall to screen from adjacent developments.

Commissioner Gutierrez concluded that they are not opposed to limiting one dwelling unit per lot.

Mr. Reeder agreed, although the City might override that.

Commissioner Gutierrez asked if that limitation could be done on the plat.

Mr. Berke said the City cannot and the Commission cannot impose conditions that violate the laws and ADUs are allowed but the Developer can impose covenants on them. The City cannot enforce those covenants. The Rufina subdivisions were oddly shaped but could still have stick-built homes. The developer offered to put a covenant on the plat and with staff, they kept up with it.

Commissioner Gutierrez said Mr. Reeder could put that covenant on the plat. Okay.

Commissioner Gutierrez would like to see two entrances on Geo Lane and two on Buffalo Grass to deal with traffic.

Mr. Reeder said they could think about that. Buffalo is much narrower than Geo Lane. Having that one entrance was to discourage people from Buffalo Grass and directing to Geo Lane. That was their own engineering thought.

Commissioner Gutierrez said a lot at 25' wide and 100' long eliminates a place for kids to play. He would support more open space and he would require longer stacking.

Commissioner Faulkner asked if as developer, he would create the covenants but an HOA would enforce them. She said in her neighborhood, no HOA ever evolved so we have no covenants. They are only as good as the HOA ability to enforce them. That is a big risk.

Commissioner Hogan noted there are other deed restrictions possible.

Commissioner Sategna said to Director Ladd that at this point we are just recommending on rezoning and a lot of this is hypothetical on what it would mean for Affordable Housing. He was just trying to understand is the higher density or 25% to qualify for Affordable Housing would apply. What triggers the Affordable Housing? Would the developer be required to provide a 20% subsidy?

Director Ladd it is 20% for residential and 15% for multi-family. And multi-family can get 15% by right. To pay a fee other than that, is not an option for the developer. It is 20% on this number of lots.

Action of the Commission

MOTION: Commissioner Faulkner moved to not recommend R-6 density. It is already so dense that adding more people will not help the problem for social justice and food.

Director Johnson advised that the General Plan Amendment must be considered first.

MOTION: Commissioner Faulkner moved, seconded by Commissioner Sategna. to not recommend the General Plan Amendment. [She later withdrew the motion.]

Commissioner Gutierrez said instead of having this coming to a vote, he would like to see more work put in on it. Penciling out what the partners think would work to make it a nice subdivision for Airport Road. He would rather see it tabled with more thought to be put into it. They have heard the concerns of the neighbors.

Commissioner Hogan thought the Commission could provide specific direction. He pointed out that R-6 zoning is not inherently dense.

Commissioner Faulkner said less density and more consideration for a park or open space for people who live there would be best. She was willing to withdraw her motion if they are willing to be less dense with more amenities.

Mr. Berke explained the General Plan Amendment could be approved with conditions attached on street width, right angles, etc. Right now the General Plan has institutional use there from R-1- R-6.

Commissioner Faulkner asked that they consider a grocery store rather than residential. Getting rid of amenities is not good.

Chair Hiatt did not have a sense of where the Commission is going and although she made a motion, not to assume that he would be thinking it is not going his way. But he asked if the Applicant would like a table or go for a vote.

Mr. Reeder asked to confer with his partners.

After conferring, he said, "We have waited six months since the ENN meeting. We'd like a decision but are willing to work on it more.

He asked if the Commission could act on the General Plan Amendment and table the rest. He clarified that the application would not be for a grocery store. It will be residential. It is not going to be a church either.

Commissioner Faulkner withdrew her motion to deny.

Commissioner Clow pointed out that if we approve the General Plan Amendment to a lower density, would it mean it is up for grabs to be decided later.

Director Johnson said yes. It would move the General Plan Amendment to the Governing Body and the uses are fairly broad that would be consistent with the General Plan.

Commissioner Clow thought it would be appropriate to consider that.

MOTION: Commissioner Clow moved, seconded by Commissioner Faulkner, in Case #2019-19, to approve the General Plan Amendment from institutional to low density residential with the conditions of approval recommended by Staff.

Commissioner Sategna asked if it is appropriate to ask them to return.

Commissioner Hogan said this motion just gives them permission to return.

VOTE: The motion passed by unanimous voice vote with Commissioners Clow, Faulkner, Garcia, Gutierrez, Hogan, Lawrence and Sategna voting in favor and none voting against.

Ms. Paez recommended to table the rezoning issue.

MOTION: Commissioner Faulkner moved, seconded by Commissioner Clow, to table Case #2019-20.

VOTE: The motion passed by unanimous voice vote with Commissioners Clow, Faulkner, Garcia, Gutierrez, Hogan, Lawrence and Sategna voting in favor and none voting against.

Commissioner Faulkner felt badly for the developer and said it is just circumstances.

Chair Hiatt thanked those who testified.

G. STAFF COMMUNICATIONS

Director Johnson reported that with the adoption of the budget, some changes were made. In the reorganization, two assistant directors will be added to the team. The posting of the positions closed yesterday evening. We have put in the work program two ambitious projects. One is the update to the Land Use Code to improve processes, particularly ENN and have more consistency among the processes and the other part is initiating a community conversation on how to approach General Plan Amendments and is streamlining the number of elements. It has been almost 20 years since this

conversation happened and moving into year two, to be able to get into more substantive changes. The broader conversation is on how to govern ourselves. All of this is conditioned upon hiring those two directors.

Ms. Paez announced the City Attorney's Office is 100% staffed.

Mr. Berke said he felt this was great discussion tonight.

Mr. Berke and Chair Hiatt both apologized for the confusion regarding the Findings of Fact and Conclusions of Law.

H. MATTERS FROM THE COMMISSION

1. *Planning Commission Agendas and cases.*

Chair Hiatt said the results from the conversation among Commissioner Faulkner and Chair Hiatt with Staff were a concern that this would take us past 10 pm and it has already. We are all committed to two meetings per month with projects spaced out.

Commissioner Faulkner thought everyone was ready to run by the time we are done, and we are tired, and it is not fair to the public when we are exhausted. We need to give them the time and thought they deserve. And should have a public comment on agendas.

She asked Staff to bring back next time what a public comment is to be. I signed up for two meetings.

Chair Hiatt asked Councilor Heldmeyer about having public comment to make sure we get the public input.

Commissioner Faulkner thought if we had two meetings each month, we would not be stacked up for time.

Councilor Heldmeyer thought public comment is good but on a specific topic at a specific time makes lots more sense. The School Board has a public comment on their agenda and people talk about whatever they want. if it is not an item on the agenda. She gave several examples.

If the question is how we can bring up a subject, in terms of land use, there are many specific issues that could be notified what is to be discussed and a fair number would make good comments. It is possible but it needs structure.

Commissioner Faulkner said she had talked to Director Johnson about this. We were thinking about all the stuff staff reviews. This comment could give feedback.

Ms. Heldmeyer agreed and not on quasi-judicial items.

Chair Hiatt asked for comment from Director Johnson - Whatever we can do to balance it and not make the public get upset with us.

Director Johnson said she would rather have their two projects not be the focus. Also, LRP has not been active and with these two hires, their first work would be community outreach.

Chair Hiatt asked to get some ideas when they would come up.

Director Johnson anticipated a hiring list within a week to ten days. They probably won't be on board on July 1. And she also has to issue an RFP for our consultant.

Ms. Heldmeyer said after July 1, we will have an increase in constituent service and with people who help Councilors. There will be two of them for 8 Councilors. They will get input on a lot of things from the public and they could help LUD on what they are hearing about. It gives you some extra hands.

Chair Hiatt thought we should postpone discussion on ENN and fee in lieu of.

2. *Discussion of ENN Procedures and Policies.*

This item was not considered.

3. *Discussion of Affordable Housing.*

This item was not considered.

I. ADJOURNMENT

Having completed the agenda and with no further business to come before the Planning Commission, the meeting was adjourned at 10:28 p.m.

The next meeting will be June 20, 2019.

Approved by:

John B. Hiatt, Chair

Submitted by:

Carl Boaz for Carl G. Boaz, Inc.

City of Santa Fe, New Mexico

Governing Body Meeting
July 29, 2020

Exhibit B 2

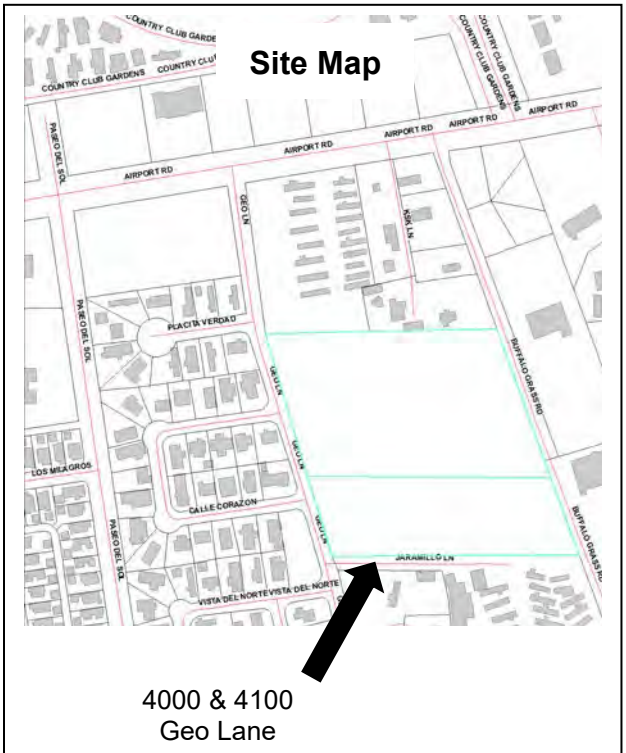
Planning Commission Staff Reports and Packets

February 6, 2020 Staff Report, Relevant Packet Material, Findings and Minutes

EXHIBIT B2

Land Use Department
Planning Commission Staff Report

Case No:	2019-20 & 2019-1520
Hearing Date:	February 6, 2020
Applicant:	John Reeder
Request:	Rezoning & Preliminary Subdivision
Location:	4000 & 4100 Geo Lane
Case Mgr.:	Lee Logston
Zoning:	R-1 (Residential- one dwelling unit per acre)
Overlay:	None
Pre-app Mtg:	December 27, 2018 & December 9, 2019
ENN Mtg:	January 31, 2019 & November 6, 2019
Proposal:	Rezoning from R-1 (Residential- one dwelling unit per acre) to R-5 (Residential- five dwelling units per acre), and Preliminary Subdivision approval for 42 residential lots on 8.59 acres.



Case # 2019-20. 4000 and 4100 Geo Lane Rezoning. John Reeder, Agent, for GEO Park, LLC, Owner, requests a rezoning from R-1 (Residential- one dwelling unit per acre) to R-5 (Residential- five dwelling units per acre). The properties are located at 4000 and 4100 Geo Lane and total approximately 8.59 acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136).

Case # 2019-1520. 4000 and 4100 Geo Lane Preliminary Subdivision. John Reeder, Agent, for GEO Park, LLC, Owner, requests approval of a Preliminary Subdivision Plat for 42 single-family residential lots at 4000 and 4100 Geo Lane. The properties are zoned R-1 (Residential- one dwelling unit per acre) and total approximately +/-8.59 acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136).

RELATED CASE:

Case # 2019-19. 4000 and 4100 Geo Lane General Plan Amendment*. John Reeder, Agent, for GEO Park, LLC, Owner, requests approval of a General Plan Amendment to amend the existing General Plan Future Land Use designation for approximately 8.59 acres from Institutional to Low Density Residential. The properties are located at 4000 and 4100 Geo Lane. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136).* ***RECOMMENDED FOR APPROVAL TO THE GOVERNING BODY JUNE 6, 2019***

I. RECOMMENDATION:

The Planning Commission should recommend **APPROVAL** of the rezoning request and approve the preliminary subdivision plat.

Four motions will be required in this case:

- *Recommend the Governing Body approve the rezoning request for Case #2019-20 from R-1 (Residential- one dwelling unit per acre) to R-5 (Residential- five dwelling units per acre);*
- *Approve the preliminary subdivision for Case #2019-1520 subject to rezoning approval by the Governing Body, with the conditions of approval and technical corrections as outlined in this report;*
- *Approve the Findings of Fact and Conclusions of Law for Case #2019-20 (Exhibit A(2)); and*
- *Approve the Findings of Fact and Conclusions of Law for Case #2019-1520 (Exhibit A(3)).*

II. CONDITIONS OF APPROVAL

Staff recommends the following conditions of approval for Case #2019-1520:

#	Condition of Approval	Dept. or Division	To be completed by:
1	Preliminary Subdivision approval is dependent on being granted a Rezoning to R-6.	Land Use/Current Planning	Prior to Final Subdivision Approval
2	The Developer shall provide sufficient sight distance at the subdivisions access to Geo Lane and Buffalo Grass Road. These sight triangles shall be in accordance with AASHTO standards and shall be reviewed and approved by the City's Public Works Department.	Engineering Division/Traffic	Prior to Final Subdivision Approval
3	The Developer shall provide a signing and striping plan.	Engineering Division/Traffic	Prior to Final Subdivision Approval
4	The Developer shall provide LED street lighting at all intersections, cul-de-sacs, and major curves. These lights shall be mounted on 23' poles per NMDOT specifications. The type of LED to be used shall be reviewed and approved by the City's Public Works Department and shall be New Mexico Night Sky Protect Act compliant.	Engineering Division/Traffic	Prior to Final Subdivision Approval
5	Provide certified drainage report stamped by a registered NM Professional Engineer.	Technical Review Division/Terrain Management	Prior to Final Subdivision Approval

6	An Agreement to Construct and Dedicate (ACD) from the Water Division may be required for this project. A water plan must be submitted directly to the Water Division and approved prior to obtaining an ACD.	Public Utilities/Water Division	Prior to Obtaining Water Service
7	Indicate on subdivision drawings how the project will meet the requirements in 14-8.4 (E), (F), (G,) and (H).	Technical Review Division/Landscape & ADA Site	Prior to Final Subdivision Approval
8	Graphically indicate the street trees with the same size symbol throughout the plan to make clear what is tree and what is shrub. When more than ten trees are required by Section 14-8.4, more than one species shall be provided unless otherwise approved.	Technical Review Division/Landscape & ADA Site	Prior to Final Subdivision Approval
9	Storm water detention ponds must be landscaped per Subsection 14-8.4(F)(2)(e). Open space must be planted per Subsection 14-8.4(H), however if a park dedication is accepted by Santa Fe Parks and Recreation, this will be waived in lieu of the Parks and Recreation requirements.	Technical Review Division/Landscape & ADA Site	Prior to Final Subdivision Approval

Following standard practice, redline comments will be provided to the surveyor who shall make any necessary changes to comply with technical corrections, and submit the corrected plat in Mylar. The "technical corrections" that must be made to the plat prior to recordation are listed in Exhibit A(1).

III. EXECUTIVE SUMMARY:

The Planning Commission first considered an application for this property on June 6, 2019. The application, at that time, consisted of a General Plan Amendment from Institutional future land use designation to Low Density Residential (three to seven units per acre) which was recommended for approval, and a rezoning from R-1 (Residential- one dwelling unit per acre to R-6 (Residential- six dwelling units per acre). The Applicant's intent at that time was to develop approximately 48 residential lots on +/- 8.59 acres. The Planning Commission tabled the rezoning request, asking the Applicant to come back with something potentially less dense that would better address the concerns of the surrounding residents, which included traffic, density, lot shape, type of housing to be built, and the lack of parks and open space.

The Applicant is now requesting a rezoning to R-5 (Residential- five dwelling units per acre), and is requesting preliminary subdivision approval for a 42 lot subdivision. While the proposed density is not significantly less than the original proposal, the Applicant has made a number of changes to the proposed subdivision in an attempt to address resident concerns. The amended rezoning application did not require a new Early Neighborhood Notification (ENN) meeting, but an ENN for the preliminary subdivision application was held on November 6, 2019. The Applicant held an additional, non-required meeting the following week.

If given a favorable recommendation on the R-6 rezoning application, the Applicant will go to the Governing Body for final approval of the rezoning and the General Plan Amendment. A preliminary subdivision approval would be conditioned on the Governing Body approving both the General Plan amendment and the rezoning. If the General Plan amendment and rezoning are approved, the final subdivision plat will come back to the Commission for final approval.

IV. BACKGROUND

At the ENN and the June 6, 2019 public hearing for the original application, the proposal met with considerable opposition from residents who feel that the Southside is experiencing rapid and uncontrolled growth, resulting in poor quality of life for residents. Residents opposed the rezoning request at this location for a multitude of reasons, including traffic impacts, the potential for the subdivision to become a manufactured home community, and quality of life issues. The following section will detail how the Applicant has attempted to address each of the concerns with this amended application.

Traffic

Volume: Residents have said that they feel that Geo Lane and Buffalo Grass Road are very busy and cannot accommodate any more traffic. Approximately 109 residences have their primary access from Geo Lane. Buffalo Grass Road provides access to far fewer houses (fewer than 20) but provides access for a number of businesses. The Traffic Impact Analysis (TIA) performed for the original R-6 proposal measured traffic movements at the intersections of Airport Road and South Meadows Road, Paseo del Sol, Geo Lane, and Buffalo Grass Road. For all of these intersections, the Level of Service (LOS) grades did not change with the additional traffic to be generated by the subdivision. Specifically, the intersections of Geo Lane and Buffalo Grass Road currently operate at level of service “B” at both morning and evening peaks, and this level of service will not change with traffic from the new subdivision. The proposed subdivision has two accesses on Geo Lane and one on Buffalo Grass. All three of these intersections are expected to operate at level of service “A”. Therefore, while there may be a perception that these are very busy roads, they are not currently near capacity, and the effect of the new subdivision will not change the LOS for these roads.

Parking: Residents have expressed concern that residents of and visitors to the new development will park on Geo Lane or Buffalo Grass Road instead of within the subdivision. Each lot within the subdivision will easily provide the required two off street parking spaces. Furthermore, three out of four primary streets within the subdivision will be 50 foot public ROWs, which are wide enough for parking on one side of the street. The one road within the subdivision that is built on a 42 foot ROW is a cul-de-sac. It should be noted that even if there is overflow parking, Geo Lane and Buffalo Grass Road are both public streets, not private. Geo Lane has a 50 foot ROW which can accommodate parking on one side.

Manufactured Homes

Lot shape: There was conjecture at the June 6 hearing that the rectangular shape of the lots in the original subdivision design would encourage the placement of manufactured homes over building stick-built homes. The perception was that lots were too narrow for stick-built homes, but with an average width of approximately 50 feet for over half the lots in the original conceptual layout, they were typical of lots in many stick-built home subdivisions. Many of the single-family, stick built home lots in El Camino Crossing are 44 feet wide. Stick built homes in Cielo Azul are being built on 40 to 50 foot wide lots, with an average

lot width of roughly 45 feet. In Las Acequias, sick-built home lots average approximately 50 feet wide. In spite of this, to address concerns of the Commission and residents, the Applicant has increased the width of the lots to an approximate average width of 58 feet.

Federal and state law regarding manufactured homes:
It has been argued in this case, and it is frequently argued, that residents of the new subdivision might bring in new or old mobile homes. The National Manufactured Housing Construction and Safety Standards Act of 1974 established construction, design, performance, and installation standards for manufactured housing or prefabricated homes. The Department of Housing and Urban Development (HUD) enforces these standards to assure their quality, durability, affordability, and safety. These HUD construction and safety standards preempt state and local laws, and apply to all manufactured homes produced after June 15, 1976. Manufactured homes are built to stick built home standards.

New Mexico followed up with its own law reinforcing the National Manufactured Housing Act of 1974 with the New Mexico Manufactured Housing and Zoning Act in 1978:

> *In the exercise of any of the powers and duties conferred by law, no governing body of a political subdivision of the state or any planning and zoning agency thereunder shall exclude multi-section manufactured homes from a specific-use district in which site-built, single-family housing is allowed or place more severe restrictions upon a multi-section manufactured home than are placed upon single-family, site-built housing within that specific-use district so long as the manufactured housing is built or constructed according to the Housing and Urban Development Zone Code II or the Uniform Building Code [3-21A-3 N.M.S.A. 1978].*

Municipalities simply cannot restrict manufactured homes due to neighbor sentiment. The only authority municipalities have is to regulate aesthetic standards. The New Mexico Manufactured Housing and Zoning Act continues to state that:

> *The governing body of any political subdivision of the state or any planning and zoning agency thereunder is authorized to regulate manufactured housing to require that it meets all requirements other than original construction requirements of other single-family dwellings that are site-built homes in the same specific-use district and to further require by ordinance that such manufactured housing be consistent with applicable historic or aesthetic standards [3-21A-3 N.M.S.A. 1978].*

SFCC defines a single-family dwelling unit *as "One principal dwelling unit, occupied by one family, located on a lot without other principal uses or structures. Single- family dwelling includes a manufactured home but does not include a mobile home."* A mobile home can only be placed on a lot as a single family use with a special use permit. Finally, mobile homes and RVs are prohibited as accessory structures per Santa Fe City Code (SFCC) Section 14-6.3(C).

Covenants: It was clear, in discussion about manufactured homes, that neighbors fear that older, unattractive manufactured homes would be brought into this subdivision. The Applicant has included in their covenants provisions that the homes be no more than five years old, and that the homes be attached to a permanent masonry foundation finished in stucco or some other material that compliments the finish

of the home. This is to ensure a more grounded, permanent finish than skirting that will be consistent throughout the development. The Applicant is willing to place a restriction on guesthouses in the HOA covenants.

Quality of life issues

Pedestrian safety: Residents have said that they feel their neighborhood is dangerous for pedestrians. Geo Lane does not currently have a continuous sidewalk connecting to Airport Road, and Buffalo Grass Road only has one on its east side. The City is not requiring it, but the Applicant is offering to build approximately 400 feet of off-site sidewalk on the east side of Geo Lane, and almost 500 feet off-site on Buffalo Grass Road. Sidewalks would be 5' wide and a planter strip would be provided, but not planted. This would connect the new subdivision and to Airport Road and vastly expand the sidewalk system within the greater neighborhood. As an off-site infrastructure improvement, City staff will not require this, but if the Applicant confirms willingness to construct off-site sidewalks at the public hearing, this could be included final subdivision stage.

Road alignments: Residents have expressed concerns about cut through traffic in the new subdivision. The Applicant has aligned the roads within the proposed subdivision in such a way as to eliminate a straight through path.

Lack of parks: Residents have said repeatedly that they feel that the south side generally is devoid of parks, and have repeatedly said that, even though the lot size, shape, and layout is really no different from any other subdivision, that that the proposal did not offer any chances for recreation, and would be unhealthy for children. While the dedication of park land is not required for a development this size, the Applicant will dedicate a quarter-acre public park to the City at this location, and the Parks Department has committed to maintain it. This park will be open to all residents.

The Applicant is also willing to donate the lot directly adjacent to the KSK Buddhist property to the organization as a garden space for the Temple, or perhaps to the neighborhood for use as a community garden. At the time of this application, this is still being discussed. If not donated, the lot would be an additional open space parcel for the subdivision and would not be developed as a residential lot. This will be specified by a note on the plat. Additionally, at the request of residents, the Applicant has provided a larger rear setback for structures on several of the lots that are closest to monk residences on the KSK grounds.

General quality of life concerns: Residents voiced many concerns over general crime and declining quality of life in their area. Many of these concerns are big picture issues that cannot be addressed with this application, but as detailed in this staff report, the Applicant has done what is possible to address these concerns with the subdivision design. "Quality of life" is not determined by density or housing type alone. The proposed development is not any denser that any of the surrounding development; in fact, it is less dense than many of the surrounding areas.

V. EXISTING CONDITIONS:

Land Use

Surrounding development consists mostly of single-family, manufactured homes and small mobile home parks. Surrounding zoning includes R-3 (Residential- three dwelling units per acre), R-6 (Residential- six dwelling units per acre), R-12 (Residential- twelve dwelling units per acre), and MU (Mixed Use).

Direction	Property Address	Zoning
North	KSK Lane, KSK Buddhist Center, Shalom Mobile Home Park	R-1 & R-12 (Residential- one dwelling unit per acre & Residential- twelve dwelling units per acre)
East	Buffalo Grass Road assorted properties	MU (Mixed-Use District)
South	Jaramillo Lane	R-3 & R-12 (Residential- three dwelling units per acre & Residential- twelve dwelling units per acre)
West	West Meadow Subdivision	R-6 (Residential- six dwelling units per acre)

VI. PROJECT ANALYSIS:

Traffic and Access

Geo Lane is a 50 foot public right of way (ROW), with approximately 30 feet of pavement adjacent to the project site. Buffalo Grass Road is a 40’ public ROW, with approximately 18’ of pavement and sidewalks. The Applicant will construct curb, gutter, and sidewalk along their property on the east side of Geo Lane and the west side of Buffalo Grass Road, dedicating any necessary ROW for the improvements. As mentioned before, the Applicant will also extend both of these sidewalks north to connect with existing Airport Road sidewalks. This amounts to approximately 900’ of off-site sidewalk improvements that will improve pedestrian safety for existing and future residents.

Currently, Buffalo Grass Road terminates before the southeast corner of the project. The ROW for an extension to Buffalo Grass is already dedicated on the Jackhammer Associates property at 3938 Buffalo Grass Road. The Applicant will construct approximately 265 feet of road, curb, gutter, and sidewalk on this property to connect to the proposed development, paving it to the width of existing Buffalo Grass Road pavement.

The proposed subdivision would have two entrances onto Geo Lane and one onto Buffalo Grass Road. The preliminary design was configured to direct traffic onto Geo Lane, making use of the left turn lane that exists on Airport Road for westbound traffic. The entrances from both Geo Lane and Buffalo Grass Road have been deliberately not aligned in order to discourage any through traffic "short cuts" through the subdivision.

Subdivision Analysis

No common open space is required in a single family subdivision of this type, as lots are of sufficient size to not trigger the requirement. As mentioned in the background section, the Applicant intends to donate/dedicate the equivalent of one lot either to KSK Temple or to the residents as open space within the subdivision. The nature of this land donation/dedication will be resolved by the time the Applicant

seeks final subdivision approval. The following table summarizes information about the proposed subdivision:

Zoning	R-5 (Residential – five units acre)
Total Lots	42
Affordable Lots	8 (20%)
Gross Density	4.8 units/acre
Average Lot Size	5,847 sf
Street Setback	7’ or 20’ (Standard R-1 through R-6)
Side Setback	5’/10’ set/step back (Standard R-1 through R-6)
Rear Setback	15’ (Standard R-1 through R-6)
Height at Setback	14’ max height at 5’ setback
Maximum Height	24’ max
Park Dedication	0.26 acres
Ponding/Retention	0.41 acres
Voluntary Dedication	0.14 acres

Grading and Drainage
The site is fairly flat, draining to the south and east with a slope of approximately 18 feet in 800 feet. A centralized pond at the southeast corner of the property will handle storm water runoff.

Fire, Water, Sewer, and Dry Utilities
Both Geo Lane and Buffalo Grass Road have City water, City sewer, and gas lines. There are two fire hydrants nearby, on Geo Lane and Buffalo Grass Road at the northwest and northeast corners of the properties, respectively.

Impact on Schools
The Applicant notified Santa Fe Public Schools per Ordinance 2008-32 of the proposed development.

Santa Fe Homes Program
Per SFCC Subsection14-8.11(D)(1), the rezoning request triggers the Santa Fe Homes Program (SFHP) requirement for affordable lots. Based on the Applicant’s subdivision, eight lots (20% of the total proposed) will be affordable and will be identified on the subdivision plat. The SFHP Agreement will be finalized at the time of subdivision approval and payment collected when final subdivision documents are recorded. In the event that the property is sold before lot sales commence, the obligation transfers with the title.

Homeowners Association and Private Covenants
HOA assessments will pay for community expenses for maintaining common areas such as retention ponds, maintaining private roadways that access garages, and maintaining subdivision boundary fencing. As discussed in the background section, they are also provisions regarding the age, type, and foundation requirements for any manufactured homes placed within the subdivision.

Environmental Review: Archaeology and Prairie Dogs

The project lies within the Suburban Archaeological Review District. As the property is under ten acres in size, an archaeological clearance permit will not be required per SFCC Subsection 14-3.13(B)(3)(a). The Site will be assessed for prairie dogs and any colonies will be relocated per SFCC Section14-8.12 prior to issuance of construction permits.

VII. REZONE APPROVAL CRITERIA

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:

Criterion 1 [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;** **(iii) a different use category is more advantageous to the community, as articulated in the General Plan or other adopted city plans;**	**Criterion Met:** (Yes/No) **YES**
(i) Not Applicable (ii) The surrounding area has evolved over the past few decades, evolving from semi-rural open areas to predominately residential neighborhoods. Residential developments are currently established on three sides of the property, along with one institutional use to the north. A mixture of live/work and light commercial establishments are to the east and south on the other side of Buffalo Grass Road. (iii) R-5 zoning would be more advantageous to the community than the existing R-1 in terms of providing much needed buildable lots at lower prices than one acre lots could be offered. The Commission has already recommended changing the future land use designation from Institutional to Low Density Residential, recognizing the abundance of land designated Institutional in this area, and consistency with the SWAMP and with guidelines articulated in various sections of the General Plan.	
Criterion 2 [14-3.5(C)(1)(b)]: all the rezoning requirements of Chapter 14 have been met;	**Criterion Met:** (Yes/No) **YES**
The Applicants have met the Chapter 14 procedural requirements for re-zoning, including holding an Early Neighborhood Notification Meeting, posting and mailing of notification requirements, and submitting required application submittals including a Traffic Impact Analysis. The Applicant is not requesting any variances.	
Criterion 3 [14-3.5(C)(1)(c)]: the rezoning is consistent with the applicable policies of the General Plan, including the future land use map;	**Criterion Met:** (Yes/No) **YES**
The proposed rezone is consistent with the Commission's previous recommendation to change the	

future land use designation from Institutional to Low Density Residential. The Southwest Area Master Plan (SWAMP) serves as the general plan for this area, and the SWAMP is essentially neutral about residential housing at this density in this area. Low density residential is an appropriate land use with the general Mixed Use intent of this area, and as found by the Commission in the general plan amendment case, housing at this location "would promote the general welfare and contribute to the harmonious development of Santa Fe as long as the resulting density and design proposal are appropriate for the surrounding area."	
Criterion 4 [14-3.5(C)(1)(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;	**Criterion Met:** (Yes/No) **YES**
The proposed rezoning exceeds the two acre threshold below which rezonings will not be considered (14-3.5(C)(2)(b)), and is consistent with the General Plan in terms of density.	
Criterion 5 [14-3.5(C)(1)(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.	**Criterion Met:** (Yes/No) **YES**
A traffic impact analysis was previously performed to assess the impact of the additional traffic anticipated to be generated by the proposed development, based on R-6 density, higher than the R-5 now proposed. Levels of service did not change at any of the intersections studied. The Applicant will make road improvements to his property, as well as significant off-site sidewalk improvements. Water and sewer are readily available in both Geo Lane and Buffalo Grass Road. Full DRT review indicated that infrastructure would be able to absorb the impacts of the proposed development. The Applicant is dedicating a public park to the City. Existing infrastructure can accommodate the development, and the Applicant is making improvements as well.	
Criterion 6 [14-3.5(C)(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;** **(c) or benefit one or a few landowners at the expense of the surrounding landowners or general public.**	**Criterion Met:** (Yes/No) **YES**
(a) The proposed change in use will result in a new single family, detached home development which will be consistent with the prevailing use and character in the area. (b) The proposed rezoning is well over the two acre threshold. (c) The proposed subdivision is for 42 lots, and includes the dedication of a quarter acre park and potential donation of a lot to either the KSK Buddhist temple or the community. The average lot size is over 5,800 square feet, well over the minimum lot size of 4,000 square feet. The proposed subdivision includes several roads wide enough to allow for on-street parking, so resident and visitor parking should be confined to the subdivision. The developer is willing to	

build 900 feet of off-site sidewalk improvements. A public park will be dedicated. Given all this, the development does not come at the expense of the general public.	
Criterion 7 [14-3.5(D)(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;	**Criterion Met:** (Yes/No) **YES**
DRT review indicated that road and utility infrastructure would be able to handle the proposed density. The Applicant will make road improvements to their property, as well as extensive off-site sidewalk improvements.	
Criterion 8 [14-3.5(D)(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.	**Criterion Met:** (Yes/No) **YES**
The Applicant will make road improvements to the property, as well as extensive off-site sidewalk improvements. The developer will cooperate and participate wholly or in part with any applicable costs of construction in addition to impact fees.	

VIII. PRELIMINARY SUBDIVISION PLAT

SFCC Section14-3.7 governs the authority, procedures and restrictions for the division of land. SFCC Subsection 14-3.7(B)(3)(d) states that "The Planning Commission shall review the preliminary plat and other materials submitted for conformity to this article, consider the Land Use Director report and recommendations and require any changes deemed advisable and the kind and extent of improvements to be made by the subdivider."

The criteria for approval of a Preliminary Subdivision are detailed below:

Criterion 1: In all subdivisions, due regard shall be shown for all natural features such as vegetation, water courses, historical sites and *structures*, and similar community assets that, if preserved, will add attractiveness and value to the area or to Santa Fe.	**Criterion Met:** (Yes/No) **YES**
Archaeological clearance was not required for this proposal. There is minimal vegetation on the site, and there are no significant natural features, water courses, or historical sites.	
Criterion 2: The planning commission shall give due regard to the opinions of public agencies and shall not approve the *plat* if it determines that in the best interest of the public health, safety or welfare the land is not suitable for *platting* and *development* purposes of the kind proposed. Land subject to *flooding* and land deemed to be topographically unsuited for building, or for other reasons uninhabitable, shall not be *platted* for *residential* occupancy, nor for other uses that may increase danger to health, safety or welfare or aggravate *erosion* or *flood* hazard. Such land	**Criterion Met:** (Yes/No) **YES**

shall be set aside within the *plat* for uses that will not be endangered by periodic or occasional inundation or produce unsatisfactory living conditions. See also Section 14-5.9 (Ecological Resource Protection Overlay District) and Section 14-8.3 (Flood Regulations).	
There are no water courses or FEMA designated flood plains on or near this property. There is minimal slope to the property, with less than 20 feet elevation loss between the north and south boundaries of the property. The retention basin is located at the southeast corner of the property, where it will take full advantage of natural slopes.	
Criterion 3: All *plats* shall comply with the standards of Chapter 14, Article 9 (Infrastructure Design, Improvements and Dedication Standards).	**Criterion Met:** (Yes/No) **YES**
The Development Review Team (DRT) has reviewed the Applicant's proposed subdivision design. The DRT includes the following City Divisions: Traffic, Technical Review, Water, Sewer, Fire and Land Use. Review comments and conditions from the DRT provide necessary changes to the proposal to conform to the City Code in order to meet standards for public health, safety or welfare. The engineering design for terrain management, roads and utilities complies with all requirements of Chapter 14. Sewer will gravity flow for all lots within the subdivision. The water line will be capable of providing the fire flow standards of the International Fire Code.	
Criterion 4: A *plat* shall not be approved that creates nonconformity or increases the extent or degree of an existing nonconformity with the provisions of Chapter 14 unless a variance is approved concurrently with the *plat*.	**Criterion Met:** (Yes/No/N/A) **YES**
No existing nonconformities are increased, nor are any nonconformities created by the approval of this subdivision. The applicant is not requesting any variances with this proposal.	
Criterion 5: A *plat* shall not be approved that creates a nonconformity or increases the extent or degree of an existing nonconformity with applicable provisions of other chapters of the Santa Fe City Code unless an exception is approved pursuant to the procedures provided in that chapter prior to approval of the *plat*.	**Criterion Met:** (Yes/No/N/A) **YES**
No existing nonconformities are increased, nor are any nonconformities created by the approval of this subdivision. The applicant is not requesting any exceptions with this proposal.	

IX. EARLY NEIGHBORHOOD NOTIFICATION

An ENN was held for the original application, consisting of general plan amendment and R-6 rezoning requests, on January 31, 2019. Approximately ten members of the public attended. An ENN for the amended application, consisting of an R-5 rezoning request along with preliminary subdivision approval, was held on November 6, 2019. Four residents signed in. Additionally, another informal meeting for neighbors was held on November 12, 2019 as an additional opportunity for neighbor input, which was attended by two residents and one member of the press. Concerns voiced at all meetings were largely the same, and the Applicant's efforts to address these concerns are detailed in the Background Section of this report. ENN notes are found in Exhibit D.

X. EXPIRATION

According to SFCC Subsection14-3.19(B)(2) “Approval of a preliminary subdivision plat … shall expire three years after final action approving it unless the final plat … is approved.” Should the Commission approve the preliminary subdivision plat and adopt the recommended Findings of Fact at this hearing, the expiration date would be February 6, 2023.

The rezoning request is a recommendation, rather than a final decision. Therefore, there is no expiration date provision in our code.

XI. ATTACHMENTS:

EXHIBIT A:

1. Technical Corrections
2. Draft Findings of Fact/Conclusions of Law Case #2019-20
3. Draft Findings of Fact/Conclusions of Law Case #2019-1520

EXHIBIT B: Development Review Team Memoranda

1. Traffic Engineering Division Memorandum, John Romero, P.E
2. Technical Review Memorandum, Dee Beingessner
3. Water Engineering Division Memorandum, Brian Snyder
4. Wastewater Division Memorandum, Stan Holland, P.E.
5. Landscape & Site ADA Compliance, Dalinda Bangert
6. Fire Department Memorandum, Geronimo Griego

EXHIBIT C: Maps and Photos

EXHIBIT D: Early Neighborhood Notification

EXHIBIT E: Applicant Materials

1. Application Submittals
2. Traffic Impact Study Summary
3. Proposed Subdivision

APPROVED BY:

Title	Name	Initials
Interim Land Use Director	Eli Isaacson	
Land Use Planner Manager	Noah Berke	
Land Use Department Case Manager	Lee Logston	

City of Santa Fe, New Mexico

Exhibit D

Early Neighborhood Notification

1. ENN Packet
2. ENN Sign in Sheets
3. ENN Notes

EXHIBIT B2

Geo Park, LLC
P.O. Box 1523
Santa Fe, NM 87504
505-690-8098

October 21, 2019

Dear Property Owners and Residents,

We are following up on our earlier meetings and Planning Commission hearing from June 6th and have scheduled an ENN (Early Neighborhood Notification) meeting for Wednesday, Nov. 6th at 5:30 pm in the Southside Library Branch to discuss our revised proposal for development of the 8.589 acres at 4000 & 4100 Geo Lane. Our revised proposal reflects feedback from neighbors and commission members who raised concerns about the density we were originally requesting, open space and other considerations. Our new request is for reduced density from R-6 to R-5 with larger and reconfigured Lots, more open space, wider roads, and other improvements.

Early Neighborhood Notification is intended to provide for an exchange of information between applicants for proposed development projects and the project's neighbors before plans become too firm to respond meaningfully to community input. In order to offer ample opportunity for neighbors to provide feedback there will be another meeting the following week on Tuesday, Nov. 12th, at 5:30, also in the Southside Library, for anyone wishing to attend the official ENN meeting but cannot make it on Wednesday, Nov. 6th. This additional meeting will be informal but will be open to anyone wishing to offer input.

Pursuant to the City of Santa Fe Land Development code : SFCC 14-3.1 (F), the official Early Neighborhood Notification meeting is scheduled for:

Time: **5:30 pm**
Date: **Wednesday, Nov. 6th**
Where: **Southside Library Branch 6599 Jaguar Drive, Santa Fe, NM 87507**

Attached you will find a vicinity map for our proposed project. If you have any questions or comments and you cannot attend either meeting, please feel free to call me anytime at 505-690-8098 or email me at johndreeder@gmail.com. I will be happy to arrange to meet individually at a mutually convenient time and place.

Respectfully,

John Reeder - Geo Park, LLC

ENN GUIDELINES

Applicant Information

Project Name: Geo Lane Park

Name: Geo Park, LLC
Last First MI

Address: PO Box 1523 Santa Fe NM 87504
Street Address Suite/Unit #

City State ZIP Code

Phone: 505 690 8098 E-mail Address: johndreede@gmail.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 Geo Lane Park will be a residential subdivision, primarily single story, detached single family residences. The effect on the character and appearance of the surrounding neighborhoods will be to improve the overall residential quality and character, and improve pedestrian access to and from the area. The requested R-5 density will be less than any surrounding developments, which include R-11 to the North, R-12 to the South, and R-6 to the West.

(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.***

Currently, the 8.589 acres for the proposed development is vacant land, sparsely dotted with a few small trees and numerous shrubs and cactus. The relatively flat land is criss-crossed by some dirt tracks. Trespassing all terrain vehicles sometimes create a nuisance of noise and dust. There are no significant features such as rock formations, rivers, arroyos, etc., and no public easements or facilities.

(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.***

There are no known Pre-Historic, Historic, Archeological, or Cultural sites or Structures located on the property. There are no acequias on the property and it is many miles from the historic downtown Santa Fe area.

(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 proposed development is intended to follow the requirements of the City's General Plan for re-zoning requests and to continue to follow the City's requirements as to Code compliance as the development progresses. The proposed zoning and density meets the City's General Plan Land Uses and Densities guidelines and is appropriate for the surrounding area and will be in a proper and favorable relationship to it's neighbors.

(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.***

The proposed development will add to vehicle and pedestrian traffic on Geo Lane and Buffalo Grass Rd. from the development North to Airport Rd., and then East and West along Airport Rd. A traffic impact study completed in May of 2019,* determined the development would have a minimal traffic impact on the surrounding roadway network.

(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 proposed development will provide temporary jobs for the construction phase of the project, leading to an additional population base of 43 families. This population increase will help support existing and new businesses in the Airport Rd. corridor , as well as the greater Santa Fe City area. The City and the County will both see an increase in property tax revenue from the development.

(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 proposed development will result a significant addition of permanent affordable housing units to the City's housing supply. Such units are currently in short supply and the project will provide many lower income families of different ages and mixes with a badly needed local option for a relatively affordable home within the City.

(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.***

Although the proposed project will result in additional impact on City infrastructure and services, including Fire and Police protection, School and City transportation services, as well as City and private utility services, these impacts will be minimized due to the infill nature of the development. All utilities are quite close to the project and no extensions of sewer or water distribution lines, or other infrastructure will be necessary.

*Terry O. Brown, P.E. Certified Traffic and Transportation Engineer

(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.***

Although the proposed project will result in additional impact on City infrastructure and services, including Fire and Police protection, School and City transportation services, as well as City and private utility services, these impacts will be minimized due to the infill nature of the development. All utilities are quite close to the project and no extensions of sewer or water distribution lines, or other infrastructure will be necessary.

(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 proposed project is a small scale residential development and will not require the master planning of mixed land uses. Sidewalks with ramps will be incorporated throughout the subdivision on both sides of all roads for the safe use by pedestrians.

(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.***

As mentioned in (h) and (i) above, the proposed project will be an infill development and as such will conform with the City's General Plan goals for such development. Because the proposed project has existing residential developments on 3 sides the proposed zoning and density is highly appropriate and shall compliment it's urban form.

(l) ADDITIONAL COMMENTS (optional)

City of Santa Fe
Early Neighborhood Notification Meeting
Sign-In Sheet

Project Name: GEO LANE PARK **Meeting Date:** NOVEMBER 6, 2019

Meeting Place: SOUTHSIDE LIBRARY **Meeting Time:** 5:30 PM

Applicant or Representative Check Box below

↓		Name	Address	Email
☐	1	Helen M. Chavez	214 Calle Lena	
☐	2	Theresa Gallegos		
☐	3	Mark Podojil IV	607 Cristo Rey	
☐	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.

LEE LOGSTON — Printed Name of City Staff in Attendance

Signature of City Staff in Attendance

NOV 6, 2019 — Date

This sign-in sheet is public record and shall not be used for commercial purposes.

EXHIBIT B2

City of Santa Fe
Early Neighborhood Notification Meeting
Sign-In Sheet

Project Name: GEO LANE PARK **Meeting Date:** NOVEMBER 6, 2019

Meeting Place: SOUTHSIDE LIBRARY **Meeting Time:** 5:30 PM

Applicant or Representative Check Box below

↓		Name	Address	Email
☐	1	Marmika Patkiewicz	3777 KSK Lane/Buddhist Center	Marmika@gmail.com
☐	2			
☐	3			
☐	4			
☐	5			
☐	6			
☐	7			
☐	8			
☐	9			
☐	10			
☐	11			
☐	12			

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LEE LOGSTON — Printed Name of City Staff in Attendance

Signature of City Staff in Attendance

Nov 6, 2019 — Date

This sign-in sheet is public record and shall not be used for commercial purposes.

EXHIBIT B2

South Side Library
11·12·2019
5:30 pm

Sign In Sheet

Marnika Paskiewicz –

Katherine Lewin

Helen N. CHAVEZ

John Reeder

City of Santa Fe
Land Use Department
Early Neighborhood Notification
Meeting Notes

Project Name	Geo Lane Rezone & Preliminary Subdivision
Project Location	4000 & 4100 Geo Lane
Project Description	Rezoning and Preliminary Subdivision Approval for 42 Lot Subdivision
Applicant / Owner	John Reeder, Luis Olivas, Hassan Salam
Agent	
Pre-App Meeting Date	December 27, 2018
ENN Meeting Date	November 6, 2019
ENN Meeting Location	Southside Library, 6599 Jaguar Drive
Application Type	Rezoning and Preliminary Subdivision
Land Use Staff	Lee Logston
Other Staff	
Attendance	Lee Logston, John Reeder, Luis Olivas & Hassan Salam (applicants),and four members of the public

Notes/Comments:

Lee Logston called the meeting at 5:30 PM. Mr. Logston briefly explained the history of this project. While the Planning Commission previously recommended the General Plan future land use designation change from Institutional to Low Density Residential, they tabled the R-6 rezoning proposal, asking the applicant to come back with something less dense, and to try to address the concerns of residents, who had shown considerable opposition to the proposal. Mr. Logston explained that the General Plan Amendment would still proceed to Council, but that the applicant was waiting to get a favorable recommendation from the Commission on some level of zoning. The current proposal is for R-5 and Preliminary Subdivision approval. The Commission could approve the subdivision conditioned on the Council approving the General Plan Amendment and Rezone. There would be at least two more public hearings: Council consideration of the General Plan change and rezone, and Planning Commission consideration of the Final Subdivision. Mr. Logston then introduced Mr. Reeder who gave a brief summary of his proposal, and the EN proceeded in a conversational manner.

Mr. Reeder explained that the revised proposal had fewer lots (42) to address density concerns, squarer lots to address concerns that the lots were only conducive to manufactured

homes, wider streets to provide ample resident parking, an open space lot directly behind the Buddhist Temple, and a quarter-acre open space dedicated to a future park. He explained that he had been in discussions with the Parks Department, and that the City had expressed willingness to take on maintenance of a small park in the area. He explained that they intended for the subdivision to have covenants specifying standards for manufactured homes and prohibitions against ADUs.

Over all, residents feel that there are too many homes in the area already, and that traffic is already bad. Specifically, they felt that Geo Lane and Buffalo Grass Circle were not capable of carrying more traffic, and that right-in/right-out connections to Airport Road were inadequate. Mr. Reeder answered that the traffic study showed that Geo Lane and Buffalo Grass would function at acceptable levels with the new subdivision. Mr. Logston added that while he could certainly imagine that these roads seem busy, they are not at their actual capacity, and wider than many other residential roads.

There was general discussion of traffic, speeding drivers in their neighborhoods, road width, parking, crime, City enforcement, and quality of life. Mr. Reeder and Mr. Logston tried to focus the discussion on the subdivision, and what can be done with this subdivision to address some of those concerns. Mr. Reeder stated that he felt he had done his best to address what he could. Mr. Logston encouraged residents to work with Police, Code Enforcement, Constituent Services, and their City Councilors on the larger issues that they were concerned about.

The meeting was officially adjourned at 6:45 PM, but a couple of residents stuck around a little longer to talk.

City of Santa Fe, New Mexico

Exhibit E

Applicant Materials

1. Application Submittals
2. Traffic Impact Study Summary
3. Proposed Subdivision

EXHIBIT B2

GEO Park, LLC
members
John Reeder + Hassan Salam + Luis Olivas
P.O. Box 1523 Santa Fe, NM 87504

Dec. 18, 2019

To: Whom It May Concern;

Re: Re-Zoning Request for 8.659 AC at 4000 & 4100 Geo Lane, Santa Fe, NM

We - John Reeder, Hassan Salam, and Luis Olivas, members of GEO Park LLC - the owners of the property at 4000 & 4100 Geo Lane, Santa Fe, NM, do formerly request the Re-Zoning of the property from its current R-1 zoning designation to an R-5 designation.

Our intent is to develop the property as Lots for an affordable single family housing community allowing traditional site-built houses, modular homes, and manufactured homes on permanent masonry foundations.

Thank you for considering our request.

Sincerely,

John Reeder - Agent/Applicant

EXHIBIT B2

GEO Park, LLC
members
John Reeder + Hassan Salam + Luis Olivas
P.O. Box 1523 Santa Fe, NM 87504

Dec. 18th, 2019

Letter Addressing Re-Zoning Approval Criteria

Re: Re-Zoning Request for 8.659 AC at 4000 & 4100 Geo Lane, Santa Fe, NM from R-1 to R-5

Further to our Letter dated Dec. 18th, 2019 Addressing Re-Zoning Approval Criteria for the above referenced property, specifically;

Section 14-3.5 SFCC 1987

Criterion 1(a)

(i) Not Applicable

(ii) There has been gradual change to the neighborhood over the past few decades, evolving from semi-rural open areas to predominately residential neighborhoods. Residential developments are currently established on 3 sides of the property to the South, West, and North, along with one institutional use (also North – a place of worship). Lying to the East on the other side of Buffalo Grass Rd. is a mixture of Live/Work and light commercial establishments.

(iii) Due to the item (ii) above, a different use category from R-1 to R-5 is more advantageous to the community at this time so as to bring the subject property into conformity with the predominately residential developments that are now adjacent on three sides. The proposed new zoning category complies with the City's SWAMP and is consistent with guidelines articulated in various sections of the General Plan, such as in the Future Land Use section.

Therefore, following from the above cited considerations, **the Criterion for 1(a) is met.**

Criterion 1(b)

We, the applicants, have met the Chapter 14 procedural requirements for re-zoning, including holding Early Neighborhood Notification Meetings, posting and mailing of notification requirements, and submitting required application submittals, including a preliminary development plan.

Therefore, **the Criterion for 1(b) is met.**

Criterion 1(c)

We believe the re-zoning request is consistent with the applicable policies of the General Plan and also the future land use map. For example, in 1.7.9 of the General Plan - Urban Form - it states '...promote a compact form and encourage sensitive/compatible infill development. And in the SWAMP, map 2.2.6, this specific property is labeled for future use as RMED - medium density residential. Our proposal would also create a neighborhood that would be "walkable" under the SWAMP principles (Principle 1) because we are proposing handicap accessible sidewalks throughout the subdivision on both sides of all roads, and it is within easy walking or driving distance (Principle 6) of commercial areas. Further, we believe our proposed development also meets the spirit and intent of the affordable housing goals of the general plan.

Therefore, **the Criterion for 1(c) is met.**

Criterion 1(d)

"The amount of land proposed for re-zoning and the proposed use of 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". Our proposal for 8+ acres involves well over the 2 acre minimum for such requests.

Therefore, **the Criterion for 1(d) is met.**

Criterion 1(e)

We believe 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. Requests for sewer and water availability have found both sewer and water to be available and a Traffic Impact Analysis has been conducted by a licensed and certified Engineer. Other divisions within the City, such as Land Use, Parks & Recreation, Fire, Traffic, etc. will be responsible for reviewing the proposed development for compliance and shall make applicable recommendations, which shall be incorporated into our proposal and thereby accommodate the impacts of the proposed development.

Therefore, **the Criterion for 1(e) is met.**

Criterion 2 (a)

The proposed change in use will result in a new detached single family home development , which will be consistent with the prevailing use and character in the area.

Therefore, **the Criterion for 2(a) is met.**

Criterion 2(b)

The proposed re-zoning affects an area greater than 2 acres.

Therefore, **the Criterion for 2(b) is met.**

Criterion 2(c)

We do not believe our re-zoning request will benefit only one or a few landowners at the expense of the surrounding landowners or general public. Our proposed subdivision is for 42 Lots on 8.659 acres, which is an R-5 density. This density is less than any existing density in the adjoining developments. The subdivision to the West is R-6 and there is R-11 and R-12 adjoining on the North and the South. Further, our proposal would create Lots with a minimum size of 5,000 sq. ft., including 6 Lots at around 6,000 sq. ft. or greater and another 6 Lots at over 7,000 sq. ft. The minimum Lot size under the existing R-6 subdivision to the West is only 4,000 sq. ft., so virtually all of our proposed Lots would be at least 25% larger than the minimum size of any in the immediate neighborhood. Our proposed subdivision would also include wider roads than required, allowing for more on-street parking. Considering these multiple features, we believe our proposed subdivision will elevate the overall character of the immediate and general area and thereby improve the property values of the surrounding landowners. The general public will also benefit due to increased property tax revenues for the City and County, as well as by adding more customer base for businesses along the Airport Rd. corridor and the greater Southwest area.

Therefore, **the Criterion for 2(c) is met.**

Criterion D(1) & D(2)

If the impacts of the proposed development cannot be accommodated by the existing infrastructure and public facilities, including the possible need for new streets, sidewalks or curbs necessitated by and attributable to the new development, the City may require the developer to participate wholly or in part in the cost of construction of off-site facilities, in addition to impact fees that may be required pursuant to Section 14-8.14, and in conformance with any applicable City ordinances, regulations or policies;

We, the developers, will cooperate and participate wholly or in part with any applicable costs of construction for off-site facilities or improvements determined to be required due the impacts our proposed development, in addition to impact fees that may be required pursuant to Section 14-8.14

Therefore, **the Criterion of D(1) & D(2) will be met.**

Respectfully,

John Reeder - Member/Owner and Agent for GEO Park, LLC

EXHIBIT B2

Terry O. Brown P.E.

Geo Lane Park Subdivision

(Airport Rd. / Geo Lane)

Traffic Impact Study

April 26, 2019

D R A F T

TERRY O. BROWN
NEW MEXICO
6407
LICENSED PROFESSIONAL ENGINEER

Presented to:

City of Santa Fe
Traffic Engineering Department

Prepared for:

Terry O. Brown P.E.
P.O. Box 92051
Albuquerque, NM 87199
505 · 883 · 8807

Geo Lane Park Subdivision
(Airport Rd. / Geo Lane)
Traffic Impact Study

Executive Summary

The purpose of this study is to evaluate the transportation conditions before and after implementation of the proposed Geo Lane Park Subdivision, determine the impact of the development on the adjacent transportation system and recommend mitigation measures where necessary. The subdivision can be developed based on a proposed zone change from I-1 (Church) to R-6 (Residential – 6 DU's per acre). This study is prepared to meet the requirements of the City of Santa Fe Traffic Engineering Department associated with its review of the Geo Lane Park Subdivision.

The proposed development is located near the southeast corner of Airport Rd. / Geo Lane. The study area includes the intersections of Airport Rd. / S. Meadows Rd., Airport Rd. / Paseo del Sol, Airport Rd. / Geo Lane and Airport Rd. / Buffalo Grass Rd. as well as the three proposed driveways for the project. Following is a vicinity map showing location of the project:

The proposed development is to be developed as a 48 unit single-family detached housing subdivision. The anticipated implementation year for this site is the year 2022. According to the Institute of Traffic Engineers' (ITE) trip generation rates, the weekday AM Peak Hour period is anticipated to generate approximately 10 entering trips and 29 exiting trips. During the weekday PM Peak Hour period, it is anticipated that it will generate approximately 32 entering trips and 19 exiting trips.

The development will be accessed via three proposed driveways for this parcel of land, two on Geo Ln. and one on Buffalo Grass Rd.

Analysis results by analysis year are included in the following tables:

			2022 Conditions	
Intersection No. / Name	Signalization	Case	AM Peak	PM Peak
1 - Airport Rd. / S. Meadows Rd.	Signalized	NO BUILD	C - 32.5	C - 20.8
		BUILD	C - 33.5	C - 21.0
2 - Airport Rd. / Paseo del Sol	Signalized	NO BUILD	B - 19.5	B - 12.3
		BUILD	B - 19.6	B - 12.4
3 - Airport Rd. / Geo Lane	Unsignalized	NO BUILD	B - 12.3	B - 10.9
		BUILD	B - 12.5	B - 11.0
4 - Airport Rd. / Buffalo Grass Rd.	Unsignalized	NO BUILD	B - 11.4	B - 10.6
		BUILD	B - 11.6	B - 10.7
5 - Driveway"A" / Buffalo Grass Rd.	Unsignalized	NO BUILD	N/A	N/A
		BUILD	A - 8.7	A- 8.7
6 - Driveway"B" / Geo Lane	Unsignalized	NO BUILD	N/A	N/A
		BUILD	A - 9.0	A- 9.1
7 - Driveway"C" / Geo Lane	Unsignalized	NO BUILD	N/A	N/A
		BUILD	A - 9.0	A- 8.9

In summary, the proposed development does not have a significant adverse impact to the adjacent transportation system and the minimal impact to the transportation system can be mitigated by the recommended measures described in this report and summarized in the table above. In summary, the recommendations of this study are:

Recommendations

Project should be accessed via three full access driveways:

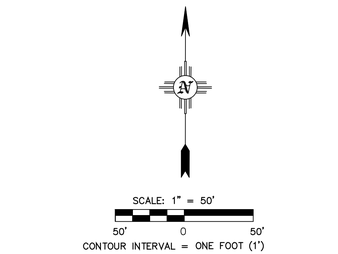
- **Driveway "A" / Buffalo Grass Rd.** – should be designed and constructed with one entering lane and one exiting lane minimum. Driveway "A" is located approximately 120 feet north of the south boundary of the subdivision (boundary line to centerline of Driveway "A").
- **Driveway "B" / Geo Lane** – should be designed and constructed with one entering lane and one exiting lane minimum. Driveway "B" is located approximately 230 feet north of the south boundary of the subdivision (boundary line to centerline of Driveway "B").
- **Driveway "C" / Geo Lane** – should be designed and constructed with one entering lane and one exiting lane minimum. Driveway "C" is located approximately 250 feet north of Driveway "B" (centerline to centerline).

Driveways shall be designed and constructed to preserve adequate sight distances as required by the City of Santa Fe Traffic Engineer.

Driveways should be designed and constructed to intersection Geo Lane and Buffalo Grass Rd. at a 90-degree angle plus or minus 10 degrees.

EXHIBIT B2

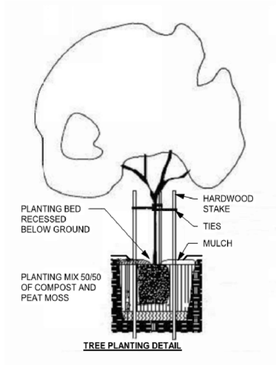




LEGEND

- 7160 — EXISTING CONTOURS
- 65 — DESIGN CONTOURS
- PARCEL LINES
- PROPOSED TREES
- ASPHALT PAVEMENT
- OPEN SPACE
- RESEEDED AREA

NOT ALL SYMBOLS WILL NECESSARILY APPLY TO THIS PROJECT



TREE PLANTING DETAIL

TREES:
1 TREE PER 30' O.C. AVERAGE
3,618 LINEAR FEET/30=121 TREES

REQUIRED OPEN SPACE:
500 S.F. OF PLANTED OPEN SPACE PER ACRE OF DEVELOPMENT
DEVELOPMENT AREA=8.58± ACRES
8.58 x 500 = 4290± SF = 0.10± ACRES

Civil Engineering • Water Resources • Traffic Engineering
W• E Walker Engineering
905 Camino Sierra Vista, • Santa Fe, NM 87505
505-820-7990
FAX 505-820-3539
E-MAIL civil@walkerengineering.net

No.	REVISION	BY	APP.	DATE

PROJECT: 19-143 LANDSCAPE
FILE: 143 LANDSCAPE
DATE: 12/12/2019
SCALE: AS NOTED
DESIGNED BY: J.R.D.
DRAWN BY: J.R.D.
CHECKED BY: M.E.W.

CITY REVIEW

DEPARTMENT	SIGN-OFF	DATE
WASTEWATER		
WATER		
PW ENGINEERING		
TRAFFIC		
FIRE DEPARTMENT		
SOLID WASTE		
LANDSCAPE		
TRAILS/OPEN SPACE		
SUBDIVISION REVIEW		

PROJECT: GEO LANE SUBDIVISION

SHEET TITLE: OVERALL LANDSCAPE PLAN

SHEET NO.

L-1

City of Santa Fe

Agenda

PLANNING COMMISSION
Thursday, February 6, 2020 - 6:00pm
City Council Chambers
City Hall 1st Floor - 200 Lincoln Avenue

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. An Ordinance Amending the Land Development Code to Add a Definition for "Apothecary"; and Amend the Definition of "Clinic". (Councilors Abeyta and Lindell) (Eli Isaacson, Interim Land Use Director, esisaacson@santafenm.gov, 955-6830)

2. **Case #2019-1523. 913 ½ A&B Old Pecos Trail Variance.** Montoya Land Consulting Inc., Agent, for Lucy Lopez et alia, Owner, requests a variance from Table 14-7.2-1 "Table of Dimensional Standards for Residential Districts" to allow a side yard setback of less than 5 feet. The property is zoned R-3 (Residential - three dwelling units per acre), and is within the River and Trails Archaeological Review District. (Dan Esquibel, Case Manager daesquibel@santafenm.gov, 955-6587)

3. **Case #2019-20. 4000 and 4100 Geo Lane Rezoning.** John Reeder, Agent, for GEO Park, LLC, Owner, requests a rezoning from R-1 (Residential- one dwelling unit per acre) to R-5 (Residential- five dwelling units per acre). The properties are located at 4000 and 4100 Geo Lane and total approximately 8.59 acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136).

4. **Case #2019-1520. 4000 and 4100 Geo Lane Preliminary Subdivision.** John Reeder, Agent, for GEO Park, LLC, Owner, requests approval of a Preliminary Subdivision Plat for 42 single-family residential lots at 4000 and 4100 Geo Lane. The properties are zoned R-1 (Residential- one dwelling unit per acre) and total approximately +/-8.59 acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136).

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:	January 21, 2019
TIME:	10:04 AM

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PLANNING COMMISSION MINUTES
FEBRUARY 6, 2020

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MINUTES OF THE CITY OF SANTA FE PLANNING COMMISSION
Thursday, February 6, 2020 - 6:00pm
City Council Chambers
City Hall 1st Floor - 200 Lincoln Avenue

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. in the Council Chambers at City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

A. ROLL CALL

Roll Call indicated the presence of a quorum for the meeting.

Members Present
Commissioner John B. (Jack) Hiatt, Chair
Commissioner Janet Clow
Commissioner Pilar Faulkner, Secretary
Commissioner Lee Garcia
Commissioner Brian Patrick Gutierrez
Commissioner Jessica Lawrence

Members Absent
Commissioner Mark Hogan (excused)
Commissioner Dominic Sategna (excused)
(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.

Public Comment

None.

Commission Discussion

Commissioner Lawrence asked to clarify if there would be any access issues with the new lot arrangements.

Mr. Esquibel said no, the accesses have all been preestablished.

Action of the Commission

MOTION: In Case #2019-1523, 913 ½ A&B Old Pecos Trail Variance, Commissioner Garcia moved, seconded by Commissioner Gutierrez, to approve the Variance subject to the conditions of approval and technical corrections recommended by staff.

Chair confirmed with Ms. Paez that the motion had enough detail for the variance.

Commissioner Gutierrez commented the Commission had denied a few variances in the past but with the history of the property and the longevity of the family living there, he wanted to second the motion.

VOTE: The motion passed by roll call vote with Commissioners Clow, Faulkner, Garcia, Gutierrez and Lawrence voting in favor and none voting against.

MOTION: In Case #2019-1523, 913 ½ A&B Old Pecos Trail Variance, Commissioner Garcia moved, seconded by Commissioner Gutierrez, to approve the Findings of Fact and Conclusions of Law.

VOTE: The motion passed by roll call vote with Commissioners Clow, Faulkner, Garcia, Gutierrez and Lawrence voting in favor and none voting against.

3. **Case #2019-20. 4000 and 4100 Geo Lane Rezoning. John Reeder, Agent, for GEO Park, LLC, Owner, requests a rezoning from R-1 (Residential- one dwelling unit per acre) to R-5 (Residential- five dwelling units per acre). The properties are located at 4000 and 4100 Geo Lane and total approximately 8.59 acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136).**

4. **Case #2019-1520. 4000 and 4100 Geo Lane Preliminary Subdivision. John Reeder, Agent, for GEO Park, LLC, Owner, requests approval of a Preliminary Subdivision Plat for 42 single-family residential lots at 4000 and 4100 Geo Lane. The properties are zoned R-1 (Residential-one dwelling unit per acre) and total approximately +/-8.59 acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136).**

A photograph of Airport Road and Geo Lane is attached as Exhibit "1".

Staff Report

Mr. Logston said the two cases would be heard together. The Commission has considered this case before on June 6, 2019 as an R6 zoning request and general plan amendment. The Commission recommended approval of the general plan amendment from institutional to low-density residential but asked that the rezoning be reconsidered. The applicant has returned with the rezoning request and has added a preliminary subdivision request, conditioned on approval of the rezoning.

In the first case 2019-20 there is the rezoning request from R1 to R5. The subdivision portion is a preliminary subdivision for 42-lot single-family residential. There is 8.59 total acreage. The Commission approved the general plan amendment and tabled the rezoning. The applicant was asked to return with something less dense to better address concerns of local residents. The applicant has done that by way of explanation.

The applicant missed a notification deadline and rather than postpone, was advised by staff to wait until he had the rezone recommendation. Then both could be taken to City Council together. The applicant is requesting R5 in preliminary subdivision and made efforts to address the safety and quality of life concerns expressed by the residents in the ENN process in June. Much of that is included in his staff report.

In summary, the applicant is open to making off-site pedestrian improvements: increased width of roads for more parking on-street; increased width of lots in response to lot configuration and plans to dedicate a open space to KSK. That will be left as open space for a community garden if not accepted by KSK. Another concern of the residents was manufactured homes. The applicant is willing to put conditions such as appearance, how they attach to the ground and the finish, that would be in covenant with the subdivision.

Mr. Logston noted an error in his staff report on Condition of Approval #1, (page 2) that rezoning be granted to R6 - that should actually be R5.

Staff feels the criteria of rezoning has been met and the proposed preliminary subdivision meets development standards and approval criteria and does not create any nonconformities or increase them. Therefore, staff recommends approval.

Four motions will be needed: 1) recommend the Governing Body approve the rezoning request; 2) approve the preliminary subdivision; 3&4) a motion approving Findings of Fact and Conclusions of Law for each case.

Commissioner Clow noted on page 6 that the applicant also is willing to place a restriction on guest houses in the HOA covenant.

Mr. Logston confirmed that was correct.

Commission Gutierrez asked if the June 6, 2019 minutes had been emailed or printed out.

Mr. Logston replied they were emailed.

Mr. Logston added that he received a call from Pat Padilla, who was not sure she could make the meeting tonight. She owns the Shalom Mobile Home Park on the corner of Airport and Geo Lane. Ms. Padilla asked that he relay her overall concerns about traffic in general on the southside and about the crime.

Commissioner Faulkner asked staff to go over Item 7 (e), (f),(g) and (h) of the Conditions of Approval.

Mr. Logston needed to check the Code, but thought it had to do with active water harvesting.

Ms. Paez noted in 14-8.4, the Landscape and Site Design section, paragraph (e) is water harvesting and irrigation standards; (f) is plant material standards; (g) is street tree standards and (h) is open space planting requirements.

Mr. Berke elaborated on the sections. The water harvesting reference is an option to the applicant to actively or passively harvest water and show how they will do that, prior to final subdivision. The remainder of the section talks about irrigation and graywater. Irrigation details requirements for most of the street trees such as backflow prevention and control boxes. Plant material standards specific to types of trees, acceptable sizes of shrubs, and preservation and relocation of trees. The open space requirement is 1 tree and 2 shrubs for every 500 ft.^{2} of open space, and quantity and spacing.

Mr. Logston said his staff report details the concerns of the neighbors and he knew the applicants would discuss what they have done in that regard. He offered to read those if the Commission wanted.

Chair suggested waiting until after the public hearing.

Applicant's Presentation

John Reeder, 824 Gonzales Road, was sworn. He said they took the criticism heard in June to heart and have addressed all of the issues possible. They have incorporated much of the suggestions into their new proposal. Primary was the density of the subdivision and they reduced their request from R6 to R5 - a 12.5% reduction in density. They contacted City Parks who accepted a donation of 1/4 acre of their open space for a park. They reconfigured three lots to a more traditional square shape due to suggestions on configuration and have discussed with HomeWise a possible partnership. HomeWise has committed to helping them find homeowners and offered to consider stick-built houses in the subdivision. An open space lot will be given a legal description to enable them to donate it and they discussed donation with KSK adjoining the subdivision. He showed the lot on the map and the open space offered to KSK. If they do not accept the open space it will remain open space of the subdivision.

When lots were removed, they also made the roads much wider. Every road is now 50 feet wide with the exception of the small road to the cul-de-sac on the south side of the subdivision. The extra width will allow space for two cars to park off street as well as on street on one side of the road. The point was to discourage parking on Geo Lane and make it more convenient for those in the subdivision to park within the subdivision.

He noted their engineer Maury Walker was present, and could speak to impacts the subdivision could have in terms of utilities and other items. Also, Kim Shanahan wanted to speak.

Chair confirmed both Mr. Shanahan and Mr. Walker would speak in the public comment for the applicant.

Chair Hiatt opened the floor to public comment with a three-minute limitation.

Public Comment

Kim Shanahan at 51 Herrera Road, was sworn. He said he was speaking on behalf of the applicant because he knew him, and Mr. Reeder and his partners are not greedy developers. They are Santa Feans who believe in the community and want to do something good; to provide affordable housing. He knows about affordable housing as a former executive officer of Santa Fe Area Homebuilders Association. In his opinion, the proposal accommodates every concern of the neighbors relative to density, affordable housing and other concerns. He said Mr. Reeder mentioned the public park within the subdivision. In fact, property that he designated for the pafrk is outside of the subdivision and faces the neighborhood and will be more of a neighborhood park.

Mr. Shanahan added that Mr. Reeder is willing to give the open space to the Buddhist Community because of its proximity to their dormitory. Again, he is trying to be

a good neighbor. He also plans to extend the sidewalks on both sides past his property to Airport Road to further connect walk ability. The manufactured homes/stick-built homes are difficult to build for less than $200 a square foot. That's $300,000 for a 1500 ft.^{2}. Doublewides on concrete foundations are mortgageable and will increase in value and are appropriate for the neighborhood.

Anna Hansen, 2008 Kiva Road, was sworn. She is a long-time member of KSK and helped build the stoupa. The community has been there a long time and are good neighbors and have improved the quality of life in the area. She is concerned about the dormitories and is grateful they want space in between. She also understands KSK would like a wall. Another concern is the road is very narrow and the applicant should consider the kind of traffic that will use the road. The road may need improvement and pavement and sidewalks as well as a crosswalk across Airport Road. She asked the Commission to consider comments from the KSK neighborhood. She cares deeply about the Center and the quality of life for residents there.

Marmika Paskiewicz, 1829 Hano Road, was sworn. She is a member of the Board of Directors of KSK Buddhist Center and they met recently. They have considered some suggestions made by Mr. Reeder. The Board is happy he is willing to do the extra space, but feels a wall is necessary. The Buddhist center is a little different and exotic and could attract interest and would be helpful to have some protection. A primary concern beyond that is traffic and the right turn on red on Paseo del Sol. A U-turn has to be made and people freely run through the red light. The turn on red has right of way but doesn't work well for them because of the medians. They asked that the Commission eliminate the right turn on red and make arrangements for a safe crossing for pedestrian/school traffic. The Center supports the residents' concerns and feel those should be considered.

Debra Snyderman, 3810 KSK Lane, spoke as a resident of KSK. She is also on the Board of Directors for the KSK Center and has lived there since 1988. She has seen many changes to the neighborhood without much concern to quality of life. The Commission granted R4 zoning on June 6th and Mr. Reeder's plans are based on R5 zoning. In her discussions with Mayor Webber in the summer of 2019, he told her the poverty around Airport Road is concentrated in trailer parks. Also, the Santa Fe Reporter, July 2019, stated regarding the Airport Road area "*has one of the highest rates of people living in poverty and poor health and the highest number of children on free and reduced lunch in the entire country*. According to the Community Health Needs Assessment, 22.9% of people in the Airport Road area are less than the poverty level - over 4,000 people. And again, the poverty is concentrated in trailer parks.

She said Mr. Reeder has plans to make money off the poor by buying the land between Buffalo Grass Road and Geo Lane. They plan to divide the land into as many lots as allowed and invest as little as possible to create a healthy place to live. There appears to be no standards for so-called affordable housing. Her opposition to Geo Lane Park is based on the following concerns: the park is a plan for another unhealthy, densely

concentrated, impoverished neighborhood within a larger community without the needed amenities to assist the growing numbers of poor with the means of getting out of poverty. Amenities include things like childcare centers, counseling services, job training, access to healthy food, clean, safe recreation spaces, health clinics and other items.

Her second objection to the Geo Park is the dangerous traffic concern. The Commission should consider there are five public schools within walking distance to the park, all on the south side of Airport Road. She mentions the schools to give a sense of the traffic issues at the beginning and end of the school day. Traffic during morning rush hour is frequently backed up by car accidents and emergency vehicles. After school, the neighborhood often sees children, with or without parents, and adults crossing Airport Road from South Meadows, Paseo del Sol where there are no safe or clearly marked crosswalks. Her neighbor was almost hit by a car when getting off a bus, because the car was turning right on red. There is no other way to get to and from their homes except by making U-turns because of the medians.

Helen Chavez, West Meadows Subdivision, was sworn. She showed the format of West Meadows built in 1983. The City has too many parks and half of them are run down, including the two parks in West Meadows. Kids don't use them, and one is used for dumping of furniture, weeds, old trees and other items. One of the roads is caving in and the landscaping is bad. She was told a lot of things that were promised when Mr. Hunt built the project, were not done. She doesn't take Mr. Reeder at his word that something will happen. She was against the project. She asked what is Airport Road - food trucks, a few schools, kids running across hoping to make it. The retention pond will create a lot of problems and bring bugs and people will dump their trash. Eighty percent of the people in West Meadows are Mexican Nationals and she has gone door to door to get support on this. They are afraid to come. The area will increase in crime, and invasion of people and how would that benefit their children. All she can say is "God help us if this gets done".

Marti Rodriguez, 6077 Quatro Vientos, was sworn. She agrees about the park. The park across the street is an eyesore and if they are going to make another eyesore, she doesn't want it. Why do they have to have old mobile homes on Airport Road that will take down property values. The paper had something the other day about removing the junkyard near the airport because it was embarrassing to the City when people fly in. Why not have something nice that families can do. Her mom and dad worked hard to pay for their property and the value is just decreasing. It's like West Side Story, get out of the south side, get out of the west side, move to the north side. We can't afford to live in the northside. She knows that they can stop the old mobile homes. When she tried selling her old mobile home, she was told she could not put it in the mobile home parks because it was too old.

Daryl McCown, 6077 Quatro Vientos, was sworn. He supports his neighbors. His concerns are mostly water, which is a big concern and traffic, a bigger concern. Making

a U-turn on Paseo del Sol is dangerous. His wife, when taking his daughter to school, hopes for a person courteous enough to let her come out on Geo Lane. Everyone lives on the south side and he hopes the City will do something about the traffic. If they put in a park, he hoped it will it be environmentally friendly. Also, he would like to see more fire hydrants because there are only two on Geo Lane.

Alfonso Jaramillo, 6301Jaramillo Lane, directly to the south of the project, was sworn. He also supports the community and has reviewed the new plan. Mr. Reeder went from 80 some lots to 40 some lots - a12.5% reduction. He thought lots should be further reduced to 25% to 22 mobile home lots. Geo Lane has no lights and is a safety issue for people in the high-density traffic area and a light on Buffalo Grass Road, would make sense. There have been several accidents accessing County Club Gardens because they have to go in the middle of the lane and wait. He has been there since 1974 and the traffic flow is tremendous. There has been a lot of development on Airport Road and he hears more is coming in addition to Mr. Reeder. That is why he requests that the reduction be set lower to consider future development. He is not trying to stop the development. He understands the City has to grow and earns money through the water and sewer, but he is hoping the Commission considers this.

Commissioner Gutierrez asked Mr. Jaramillo how many units are on his property.

Mr. Jaramillo explained his family has been on the property since 1974 and he is now the owner. They manage a property of 30 units. He lives on Jaramillo Lane, a private lane and there is housing behind his property. They all enter and exit through Geo Lane. He also read a future apartment development is planned on Buffalo Grass Road. There is no other entrance and that is why he thought Buffalo Grass Road would be essential to have a streetlight. It would also benefit Country Club Gardens and traffic through Geo Lane.

Commissioner Gutierrez asked if they were able to access Buffalo Grass Road or is it always Geo Lane.

Mr. Jaramillo confirmed access was only through Geo Lane.

Chair Hiatt closed the public hearing.

Commissioner Garcia asked to address Ms. Snyderman and the five points she said she wanted the Commission to hear. He asked to hear the last two she was not able to discuss due to time, but she should be concise, in less than 30 seconds.

Ms. Snyderman said there were not actually five points. It is just that Buffalo Grass Road is 27 feet wide behind her house. The Buddhist Center property houses 7 people and Buffalo Grass Road has no dividing line. She wanted to know the legal size for a City

double-lane road because it is already used as a two-lane road by necessity. That is her biggest concern is the current use if they plan to add more cars.

Chair Hiatt said her testimony had something he wanted to ask Mr. Burke about. He did not remember the Commission approving R4 at the June 6th meeting.

Mr. Berke said that was correct, the Commission did not approve R4. They approved a general plan amendment for a recommendation for low density designation. The property was institutional and was proposed at the time to be rezoned to R6. The Commission would not approve that but agreed the general plan amendment could move forward to recommend a lower density than R6. They did not choose R4 specifically.

Alba Blondis, 7042 Valentine Loop, was sworn. She has observed a number of accidents as a traveler on Airport Road southwest bound, left-hand turn lane onto Geo Road. Her concern is safety if they add a lot more drivers. She thought Airport Road is a State road. She thought it would be up to the New Mexico State Department of Transportation to alter turning lanes or widen roads. She doubted that will occur in a timely fashion before an influx of drivers.

Chair Hiatt clarified that Airport Road is City owned.

Ms. Chavez, previously sworn, said she forgot to mention West Meadows owns a little bit of Geo Lane towards the back and it is a sharp U-turn. If you miss the U-Turn, you go downhill. West Meadows owns all the streets to the right coming in from Airport to Geo.

Ms. Rodriguez, previously sworn, asked to add they did not even have a sidewalk on one side of Geo Lane.

Chair Hiatt closed the public hearing.

He asked to hear from Mr. Walker, since he had heard all the concerns about traffic. He added that everyone knew all of the growth is occurring on the south side and when there is a project on Agua Fria, Alameda, Airport Road, the Commission hears this. They know the traffic is not good.

Maury Walker, 905 Camino Sierra Vista, with Walker Engineering, was sworn. He said he unfortunately did not do the traffic study. He was not completely aware of what the study revealed. He said John Romero may be more aware of that. They are going to provide sidewalks along their frontage on both sides of both Geo Lane and Buffalo Grass. The question on ponding collecting bugs and trash - this will be a retention pond that drains in 24 hours so there will be no standing waters. As far as 27 feet for the size of the road, that is adequate for two cars to pass; 24 feet is usually the minimum.

Commissioner Gutierrez noted in the revised plan all of the roadways, except one, are 50 feet to accommodate on street parking. He asked the roadway widths originally presented.

Mr. Walker said he would have to look them up but thought the cul-de-sac was 38 feet and some areas were 42 and they increased 38 feet to 42 and 42 was increased to 50 feet.

Mr. Reeder clarified that the first turn into the subdivision off Airport Road was 50 feet and previously was 42. The road that was 38 was increased to 42 feet and additionally they shifted the entry onto Buffalo Grass Road to another location.

Chair Hiatt asked who conducted the traffic study.

Mr. Reeder said Terry O' Brown Traffic Engineers out of Albuquerque.

Chair Hiatt asked Mr. Reeder if he wanted to respond to comments from the public hearing.

Mr. Reeder replied there is an existing coyote fence, but he could discuss the wall contemplated by the KSK with his partners. He was sure they would be amenable to building a wall. If KSK does not want to own the lot, it would not be a problem. They would make it a community open space.

Chair Hiatt noted the decision would be left to him whether to give KSK in fee simple or keep it as an open space, but the wall sounds important. This is a good time to talk to his partners about that.

Mr. Reeder added he had forgotten to mention in addition to the donation of the open space, they created a 20-foot setback as a buffer along the KSK property. That was more than standard. That raises the question whether the wall should be on the property line or follow the setback to create more space for KSK, but they can discuss that.

Commissioner Faulkner asked how many vehicles per household were considered when the traffic engineer calculated the increase in traffic.

Mr. Reeder believed it was five but could double check.

Mr. Logston suggested asking John Romero.

Mr. John Romero, Traffic Engineer, said the calculation is based on a survey of numerous subdivisions of detached homes to determine a rate of vehicles per home, and what that roughly comes to during PM peak hours. They use national surveys developed by the International Traffic Engineering Association and their own local surveys. Santa

Fe is even lower. They estimate about 1 nighttime vehicle per day; and estimate 10 trips - with two trips as a person leaving and coming back throughout the day. The AM is even lower and is a fraction of .75 per house.

Commissioner Faulkner thought it counterintuitive. The number doesn't seem accurate when observing traffic in the morning on Airport Road.

Mr. Romero said he understood the perception. He has done five surveys of detached homes of subdivisions. Santa Fe is constantly lower than the rates they use in the traffic assumptions for traffic studies.

Chair Hiatt added, as acceptable for development. He confirmed in this case Mr. Romero was looking at whether the proposed traffic created by the development, as proposed, would have a significant impact on the rest of the traffic in the areas of Airport Road. He asked if his opinion was it would not significantly impact the traffic. It's hard to believe it would not have any impact.

Mr. Romero explained there is a difference of opinion on traffic congestion. Santa Fe relative to the entire nation has a very low traffic congestion. It takes 30 minutes max to get from one side of town to the other during rush hour. They have Bluetooth devices on some signals throughout the City that track people's travel across town. He understood Airport Road gets jammed in the morning, but a lot has to do with the timing of the signals, and they have a contract that will improve the timing. Another reason, especially in this area, is signal proximity. South Meadows and Jemez Road have a close signal proximity making it hard to time the signals. This study looks at the effects of removing the Jemez signal. They will hold public hearings, and study that to see if that will help to improve traffic flow on Airport Road. He noted in the 18 years he has been with the City there has not been a timing plan done on Airport Road.

Commissioner Faulkner asked when the study will be complete.

Mr. Romero said a notice to proceed has been issued to the consultant and they have obtained traffic counts and begun modeling. They hope to have something by summer. They will have a public meeting, with the primary purpose not to get feedback on expanding the road but just to discuss the removal of the signal.

Commissioner Faulkner asked if there is a traffic count for Geo Road.

Mr. Romero said the traffic study included a count, but he didn't recall the numbers.

Commissioner Garcia asked if there are any future City projects planned that could possibly redesign Airport Road and accommodate some of the issues. There are plenty of accidents coming out of Country Club Gardens trailer park, which should never have been allowed.

Mr. Romero replied none at the moment. They did a project to introduce the medians and before that it was a free-for-all. The numerous closely spaced access points caused a lot of problems and the access control shows a decrease in accidents. They had proposed left-in only at Country Club Gardens but realized they need to retain full access.

Placing a signal at Country Club Gardens was discussed but there were issues. One was Country Club Gardens and Buffalo Grass Road do not align. One signal could not service both. Secondly, if they introduced another signal it would further impede the through flow on Airport Road. The major issue is meeting the Federal warrants that is based on volume and there is not near enough exiting vehicles from Country Club Gardens to warrant a signal. Also, on the U-turn, when the left arrow comes up for U-turn for a left turn westbound, simultaneously Paseo going northbound gets a right arrow. The overlap right helps with the efficiency of the signal because there are a lot of people turning right going into town. Without that more green time would have to be given to the side street removing that green time from the main street. The right turners have the right-of-way and those making U-turns have to yield and signs explain that along Airport Road.

Commissioner Gutierrez asked if the median improvements actually improved Airport Road.

Mr. Romero thought it was an improvement over what was there, and they accomplished as much as possible with what they had. The City was developed over a long period of time without a standards and there were a lot of access points. If they did it over again, they would not allow subdivisions to make all the strip properties and all of the access points. It would be more like what was done in Las Solares. They have to retrofit these areas and is not ideal, but they try to maximize what they can, and he thought that was done on Airport Road.

Commissioner Gutierrez confirmed that to cross Airport Road closest to the property they would have to go to Paseo del Sol. He asked where someone would cross going east.

Mr. Romero thought South Meadows was the next signalized intersection.

Commissioner Gutierrez confirmed it would be between Paseo del Sol and South Meadows. He asked if possible, for another crosswalk in the area.

Mr. Romero said with the number of lanes and the volume of traffic on Airport, an uncontrolled crosswalk would be very dangerous and a potential for pedestrian crashes. Cerrillos Road as an example, crosswalks are allowed at signalized intersections and most signals are spaced about ¼ mile per signal. If a person wants to cross at Geo Lane

going to the signals is a reasonable way. If they want to go to Walgreens, they could continue on the south side of the road and cross at the signal. A convenient crossing for every potential need is hard to make safely. A big issue with multilane crosswalks and roads is the inside lane might stop for a person crossing, but it is impossible to know if the other lane would and they could hit the person.

Commissioner Gutierrez said that was fair to say and may luck be on your side if you don't go to the signal.

He indicated he has an issue with the staging lanes getting into Geo, the only left in that accesses the subdivision. He had Mr. Logston send photographs of the area and on the other side of the property there is a nice lane. He thought the staging lane is so short it will cause everyday problems. He suggested taking some of the staging lane from Esplanade for Geo Lane. He was not sure if that was possible with the subdivision of this nature. The 109 homes serviced by Geo Lane and a 40% increase proposed, to him Esplenda with the light at the McDonald's, is a path of least resistance. Opposed to a non-signalized left turn into the staging lane into the shopping center. He asked if possible, to remove some of the turning lane to the shopping center to provide more turning lane for Geo.

Mr. Romero said he couldn't answer definitively. They have looked at it with Terry Brown and will look at it again to see if they can add at least 20 feet. They will measure the Qs into the commercial development to see if possible, to take some of that to help Geo Lane.

Chair Hiatt asked Commissioner Gutierrez if he was talking about the chart currently on the screen, the left turn into Geo Lane.

Mr. Romero said yes, this is the one into Esplanade Village.

Commissioner Garcia said if this project were to pass, would they have to make that a condition of approval for the added turning lane to happen.

Mr. Romero suggested it be a condition and for that to be looked at and the findings presented at time of final subdivision plat. Staff could provide that information at that time.

Chair Hiatt asked to talk with Mr. Reeder about parks. Several have said the parks in their area are trash. He wasn't sure the Commission could do anything about the specific issue. He asked if Mr. Reeder wanted to respond about his plans with his parks.

Mr. Reeder said he does have a response but wanted to correct one misconception. Ms. Chavez mentioned two parks within the West Meadows subdivision she stated are City parks. He believed them to be private parks and that is why they are

in their current condition. They are not maintained by the City. The parks were shown on screen and were labeled as private parks.

He noted the park he is proposing on Geo Lane is almost opposite the private park. John Munoz, the Director of City Parks and Recreation proposed a no maintenance park. He wasn't clear on the details but knew they are looking at a model with a permanent groundcover that is not earth, gravel, or grass. The surface is a cushioning type of surface that also acts as a weed barrier. The park would have exercise equipment and facilities and the City has committed to taking it as a Park, but the plans are pending.

Mr. Berke noted that Richard Thompson the Parks Division Director was present on behalf of Mr. Munoz. Staff has been talking with John and Richard about what the park would entail. They will present the final details of the park to the Commission at the final subdivision plat.

Chair Hiatt asked if there were questions about parks.

Mr. Richard Thompson explained USA Fitness offered a grant opportunity to build up to five outdoor exercise facilities. They would include a concrete slab, with a resilient safety surface of styrene bead resin polymer matrix that provides cushion from height. The exercise equipment includes a climbing wall as well as horizontal surfaces and a stairstep piece. The proposed parks that would receive the grant are predominantly regional trail systems and this park would be an exception. The development is about $150k for 1/4 acre.

Commissioner Garcia asked who would maintain the park and how would it be regulated.

Mr. Thompson said if the Parks and Recreation Department/Land Use accepts the donation it would be added to the inventory of parks and maintained by Operations and Maintenance.

Commissioner Faulkner asked how many parks are in the City and how many people are on the crews to maintain those.

Mr. Thompson replied there are 78 parks and currently 51 staff from the Parks Division; 42 of those are front line staff and a supervisor.

Commissioner Faulkner asked what frontline staff meant.

Mr. Thompson explained it is the crew who pick up trash, mow grass, trim trees and other duties daily. There are 42 people frontline, 9 people in administration, IPM, horticulture, and special events.

Commissioner Faulkner asked the number of people who literally go out and if there are two crews.

Mr. Thompson replied there are five districts each with a staff of five and four temporary seasonal employees.

Commissioner Faulkner confirmed there were five people at each of five districts; that is 25 plus 4 is 29. She asked the number of parks in each district.

Mr. Thompson answered between 12-14. He added that crews not only maintain the parks, but maintain 120 trails, arroyos, and open space and 475 medians rights of way (68 miles).

Commissioner Faulkner asked if it were true that the parks workers also maintain some public buildings.

Mr. Thompson said the crews maintain all City properties. District allocation is the four, plus seasonal temps per district making another 20, and a trails crew and arterial crew and public space crew.

Commissioner Faulkner confirmed they manage all the properties including the buildings, the medians, the trails, and all the parks. She said she knows what the Parks Department is up against. Her concern is a) if the City has the money for a low-maintenance park and b) how to make it a safe place, not a gathering place for crime. The equipment is expensive to install, what do they expect for the lifespan on the rubber surface.

Mr. Thompson replied he wasn't sure about the equipment, that is stainless steel, but lifespan of the resilient safety surfacing is estimated at four years.

Commissioner Faulkner confirmed the first set would be installed with a grant but after that, the City would have to come up with she would imagine, tens of thousands of dollars minimum.

Mr. Thompson agreed.

Commissioner Faulkner was concerned. She lives on the south side of town and the Parks Department is amazing for what they are up against. She thought this was another case like traffic where there is an existing issue. She wasn't sure what the best solution is; to add more to the situation until a long-term sustainability plan is developed. That should include more personnel for the Parks Department.

Commissioner Gutierrez said he had a conversation with Mr. Berke on City Code. He is under the impression this subdivision will trigger the need for a park.

Mr. Berke said that is correct.

Commission Gutierrez stated the park is not a gift; the applicant must build a park. He asked Mr. Thompson why go after a grant for this park because the developer has to build a park for the subdivision.

Mr. Thompson said he may have misspoken. The five parks identified within the grant proposal did not include this park.

Commissioner Clow pointed out what she believed a misstatement on page 6, where it states: "lack of parks - while the dedication of parkland is not required for development of this size, the applicant will dedicate 1/4-acre public park." She asked if the park is required or not.

Mr. Berke explained the applicant has an option by the size of development to dedicate, do an improved park, or pay the impact fees in lieu of. The applicant has chosen to dedicate and improve the park working with the Parks Department.

Commissioner Gutierrez asked Mr. Thompson if the park would be built to specs and the City would ensure it all meets Code.

Mr. Thompson said that is the normal process.

Commissioner Gutierrez said while on the Commission he has seen less parks accepted than not accepted. He asked what would trigger Parks to say they do not want the park and if they could exercise that option.

Mr. Thompson said he was correct.

Commissioner Gutierrez said his youngest child is three years old and to her a park is a swing, some grass, and things for her to play on. Having a park such as explained by Mr. Thompson or Mr. Reeder is not a park. This is a subdivision park he envisions will have children and they will need a place to play.

Commissioner Faulkner asked Mr. Reeder on the open space if there was an indication KSK would accept the donation.

Mr. Reeder said they have had one conversation with some members of the KSK board, who did not commit. They were going to discuss with other board members and there has been no decision on that. They will donate the open space if KSK would like it, otherwise it will just be an open space within the subdivision.

Commissioner Faulkner asked who at that point would be responsible for maintaining the space.

Mr. Reeder replied it would have to be the HOA.

Commissioner Faulkner said it appears the target market for the housing might find HOA fees substantial enough to maintain the common area, including the open space and possibly the park, a burden to that population. It always concerns her when developers assign responsibility to the HOA. The HOA that existed when she moved into her neighborhood no longer exists. In some HOA's there are out-of-state management firms and it becomes a burden to the residents. Their fees are increased; maintenance becomes difficult to pay for, and in this scenario, she fears it will become much like the parks people complained about earlier. It is difficult to keep open space clean. She was not sure an HOA was a good solution.

Mr. Reeder explained he has other options as far as the open space. They are not required to provide open space because the lot sizes have been increased. if the open space is not desired it could be added to the two adjoining lots. Also, to the question about HOAs, it is necessary, but raises an issue he wants to address. Several people spoke about trailer parks. They are not proposing a trailer park, this will be affordable homes. They set out to develop a relatively affordable home subdivision. They are required to name 8 lots as affordable and price them accordingly. Their goal initially was to establish an affordable entry-level subdivision where people could own their first home, gain pride of home ownership and home equity that could possibly be used as a steppingstone to something more, later. This type of housing is necessary and in great demand in Santa Fe. He thought they were proposing something that would be welcomed because of the dire need. He turned the floor over to Mr. Logston for comments.

Mr. Logston pointed out that Santa Fe has not chosen to bond heavily in order to create storm drainage systems throughout the City. Every subdivision in the City, going way back, is responsible for its own drainage. HOAs are created in every subdivision, if for no other purpose than to maintain their own grading and drainage. He hears the issue of people failing to do that every day. At some point the citizens have to take the responsibilities of maintenance and homeownership and being a good citizen. An HOA will be put in place for that reason.

The applicant has offered to dedicate a park in response to residents' comments that they don't have parks. He understands that maintenance is an issue. The offer to donate land to KSK was also done in good faith to address some of their concerns regarding the proximity of the monk's residence. People all over the country are asking for that and enjoying. They may not have an answer for everything tonight, but all of the efforts have been to provide things that can add to the quality of life, one of the biggest things they heard. There is time to work out details for maintenance and other concerns before final subdivision approval.

Commissioner Clow commented on the restriction of guesthouses in the HOA. She thought that was important based on the presentation in June. There was concern that two families might reside on each lot. She asked to hear from the applicant if they are willing to add a restriction on the HOA covenants restricting guesthouses.

Mr. Reeder replied under current regulations every fee simple lot there is, is allowed a primary single-family dwelling as well as an accessory dwelling unit. He would propose to adopt covenants that would restrict an accessory dwelling unit to another fixed foundation unit on the property. Not what happened to the property developed on Buffalo Grass/Airport Road where people brought in manufactured homes they failed to anchor. Or old trailers or some other kind of trailer they connected to utilities. They intend to adopt covenants that address that and to prohibit any mobile/recreational vehicle or van that could be used as a dwelling unit. Those restrictions would be adopted and filed with their final plat.

Commissioner Faulkner asked the cost of the average monthly mortgage in the development.

Mr. Reeder said likely their homes would be in the $300,000 range, probably a little less. A mortgage payment would be around $1,500 per month. The intent is that these be relatively affordable. Again, affordable has specific definitions based on the average area income.

Commissioner Faulkner confirmed there would be about 42 lots and the HOA would be responsible for maintaining the drainage, the common areas and possibly the park. She asked if $20 a month would be sufficient to cover the maintenance. She noted covenants are only enforceable if the HOA takes someone to court. If the HOA can't afford to stop someone violating the covenant, the covenant would matter. She said these are philosophically great solutions she thought $20 a month per household was not enough.

Chair Hiatt thought they could not pin them down on what the HOA would look like, what they would charge or how successful they would be. He pays $10 month in a reasonable neighborhood off Governor Miles and it is an out-of-state company. There are hundreds of households in his neighborhood. He knows they will have trouble, and that the process after the fact is incredibly difficult. The only thing the HOA can do generally is put a lien on the property so once it is sold, they recover the money.

Commissioner Faulkner said that is her point. Ruling maintenance and costs over to the HOAs when they don't know who they will be or if the fee will be enough. She didn't like putting future homeowners in charge of something this significant without knowing how it can be implemented.

Mr. Reeder responded that the only common areas proposed are the open space and the detention pond. The pond is designed to drain within 24 hours to avoid a breeding ground for mosquitoes. Both the pond and open space will require some maintenance. They plan to create an HOA and establish a fee and collect it initially as the developer. It will be up to the homeowners to maintain the association. This is where the neighbors have to take responsibility and look after their own neighborhoods. They cannot legislate that or require it; it has to be voluntary.

Commissioner Faulkner said she feels for him as a developer. This part of town is already overpopulated in that the schools and streets are overwhelmed. There are a lot of challenges related to access to food and amenities that are walkable. She did not like density increases in the area because they are already struggling just to provide a quality life for residents already there. It is a significant number of people.

Commissioner Gutierrez said his end game is to have a subdivision that the neighbors are happy with and the developer can make money. Regarding the open space, he asked staff to read the Code about lot size and an open space is no longer required.

Mr. Berke explained the developer could provide open space on each individual lot. The lot size threshold is 20-25% of the lot.

Mr. Logston added, generally it is around 4000 ft.^{2} with the common open space and the lots in this subdivision average 5800 ft.^{2} and the lots exceed the size that would require common open space.

Commissioner Gutierrez confirmed all of the lots hit that threshold.

Commissioner Garcia said he's not opposed to people developing their property and having economic development and growth where there is a lot of space. There are already three trailer parks or neighborhoods in this area. He wants to support the development economically, but also sees a lot of issues, including the open spaces. He asked if there was anything else the applicant could tell him before they wrap up.

Chair Hiatt noted that the Commission is charged to follow the regulations and the ordinances. When developers meet all the criteria the Commission has to respond affirmatively, unless there's an overriding concern in the public interest. In his mind, the Commission has to follow those obligations. They heard from the community. The applicant has tried in good faith to respond to the community. They have to honor people's property rights to buy property to develop as long as they're doing it within the Code. He tries to take public interest into consideration. Traffic is a bugaboo that is disconcerting in this City and safety goes along hand in hand. But the City traffic engineer says this meets code and is in fact better than the national code. He thought that has to be considered.

Commissioner Garcia said this development is right in the middle of three other trailer parks. He asked how that affects the safety of the community especially with the amount of people coming in and the traffic, the deceleration left turn lane into Geo. He wants to feel like this development is going to be okay and not another problem in the area.

Mr. Logston noted in their packets is an executive summary of the TIA. In that summary, exhibit D, page 2 through page 3 they can only measure and grade the traffic at the intersections. The traffic study shows that the intersection of Geo Lane operates at B using grade school ratings on the evening, a.m., and p.m. peaks, and will continue to operate at a level of service B. Geo and Airport currently operate at level B and are projected to operate at the same level and Buffalo Grass is also at level B. Any road in the City is busier in the morning or evening and the rest of the time it is not bad. It is one of the better performing intersections around. The left-turns are not necessarily easy onto Geo and the U-turns can be dangerous, but he doesn't know what else to say.

Mr. Berke said he wanted to clarify some points. Some of the issues are bigger than this subdivision and will not be solved if approved or denied. Traffic on Airport Road is a bigger issue; people living in poverty is a bigger issue than a subdivision.

One thing before them today is a rezoning request which tends to ask if this would be compatible with the surrounding area. Compatibility can come in different forms, style of life, density and other issues. Generally speaking, they have heard from the Commission and the public that staff doesn't work enough with the developers, the developers don't work enough with neighbors; neighbors don't necessarily want anything. We have tried to listen to the Commission and many months ago they said this proposal at R6 is to dense for the area.

The developer went back to the neighborhood and staff attended 2-3 meetings. Subsequently almost every need was addressed that was heard from stakeholders in the area. Some needs just couldn't be met; they cannot improve the crime rate on the south side. Staff pushed the developer to do things, including covenants on older manufactured homes. It is unfortunate there are no design standards for manufactured homes or single-family units, and it relies on the developers and HOAs to include those in the covenants.

Also, the developer is willing to create a sidewalk going past their property line to Airport Road on Geo Lane. And both Geo Lane and Buffalo Grass are public right of ways. They are maintained by the City right of ways at 40' on Buffalo Grass and 50' on Geo Lane, which is standard.

He also points out that the Airport Road overlay discourages direct access onto Airport Road. The City took that action in 2011/12 to address too many cuts and slowdowns. Staffing at the Parks level is a funding mechanism and is a bigger issue.

The City still has the requirement of fee in lieu of, or a park dedication. The Parks accepted the dedication and the developer offered to improve it. That will be seen on the final subdivision.

Commissioner Clow said in reading staff's report and listening to the presentation she couldn't see any way she could vote against this. It is not ideal, but it does meet the requirements of the Code. Also, there is a big need for affordable housing. This provides more affordable lots although unfortunate it is on the south side. But that is where the vacant land is in Santa Fe. It is hard to have a development and make everything perfect, but she thought it better to have the project than not.

Commissioner Faulkner said the reason she uses to vote against this is it is only looking at the Code. She said the Commission's charge is to take quality-of-life seriously. This is what has led to the southside being what it is today. To follow the same process; they have made these mistakes consistently without considering quality-of-life above what the Code allows. She said it is not responsible to just recognize they have made mistakes and continue doing them. The Commission is charged to consider quality-of-life as well.

She noted in her neighborhood police are called every weekend about people parking on the street. The formula used was that every house would only have two cars. That isn't true in a family subdivision. Formulas are not taking into account the rationality of reality; they use an average. She takes quality-of-life very seriously on the south side because she knows what is happening there. If you know you have certain problems, you don't make them worse by adding more challenges to the situation. Increasing density in the area will add more challenges to an already taxed community. Her job as a Commissioner is to look at quality-of-life as priority.

Commissioner Gutierrez said he understands the Commission is charged to look at the Code. He asked Chair Hiatt if it was fair to say they could look at the quality of life, or do they just look at the Code. Also, what other things keep them from just looking at Code.

Chair Hiatt said health and safety are always part of the consideration. He hasn't heard enough to feel this is a health and safety issue. He realizes traffic will increase and more dangerous situations will occur on Airport Road from right turns, based on 42 more homes and more people. The City has a commitment to infill; they have to because they do not have enough places. This wouldn't be allowed on Canyon Road, obviously. This is a fact of life; they live in a small city with small roads and that is a problem. But he hasn't heard enough not to accept this when the applicant follows the law and has done more than asked under the law.

Commissioner Gutierrez said health and safety should be considered. He asked if quality of life should be considered or not.

Chair Hiatt said if they can define quality of life meaning how it will work in my neighborhood and whether they have quality-of-life. That's a wonderful argument, but it's the same argument they hear all the time, I don't want this in my neighborhood. He didn't hear that from KSK, and the fact is, there is space there. Mr. Reeder bought the space and has done a remarkable job trying to assert a quality of life for everybody. He is not sure that the neighborhood won't be better, but he is not sure they can solve all the problems. He agreed crime is a serious problem but it is not clear to him that this will add to or detract from the crime in the area.

Commissioner Gutierrez said after listening to the Chair he has two issues he would like resolved. Number one - for safety, the left turn. He would like a deeper turn lane. He was okay if quality of life is considered and Mr. Reeder has done a good job. A trigger tonight was when he received his packet, he was under the impression through the HOA and meeting minutes there would be one single residence per given lot. Now, there is a guest residence. He asked Mr. Reeder if he would include in his HOA covenant, no RVs could be parked there, and homes would be on a block. Then he would be okay with guest homes. Until those two issues are worked out, he could not support the current proposal.

Chair Hiatt asked if Mr. Gutierrez would be willing to approve as a preliminary plan and wait until the final to see if Mr. Reeder made those corrections.

Commissioner Gutierrez addressed staff. He said one question is always traffic. If the traffic comes back and says they cannot do this, he would be supporting without knowing the end result. He's not sure what it would take to see if they could do this regarding traffic.

Chair Hiatt said they will have to do a traffic study of some sort. He asked Mr. Reeder to come to the podium to address the additional units on the property. He said he thought he heard Mr. Reeder say when talking about restrictions of anchors to land, he was referring to the principal residence. He asked if he was referring to additional dwelling units.

Mr. Reeder said to be honest, he is also unclear. He is not sure to what extent the City regulation would trump anything they try to implement as a covenant. He did not think they could flat-out disallow every accessible dwelling unit. He thought they could put restrictions on what the accessory dwelling units would look like. They intend to definitely disallow anything of a recreational vehicle nature or motor home.

Chair Hiatt asked Mr. Berke if they could restrict through the HOA.

Mr. Berke said as a municipality the City cannot impose a restriction on something already given by right in Code. If the applicant wanted to place a restriction in their covenants the City would honor that as part of the permitting process.

Chair Hiatt asked Mr. Reeder if he has the opportunity to include that, would he restrict additional dwellings units in his HOA covenants.

Mr. Reeder said short answer, "yes".

Chair Hiatt noted Mr. Shanahan spoke in the public hearing, which has been closed. He asked Mr. Shanahan to come forward.

Mr. Shanahan said he was a Planning Commissioner from 2003 to 2006 and led the charge to adopt the 30% affordability requirement. He has built over 200 homes and is an affordable housing advocate as well as an advocate for the south side. Regarding codes, this applicant is requesting a change of zoning. It opens up a can of worms for the Commissioners to make their points, all which have been good. However, shortly there will be other applicants in C-1 zoning on Airport Road saying they are entitled to 21 units per acre. They will have the right to do that. The Commission will have a difficult time denying them on any quality-of-life considerations, because Code allows it.

That Mr. Reeder wants to do single-family detached, home ownership in the neighborhood, that is exactly what they want. It seems they should be more macro perspective. Airport Road will get more traffic, considerably more because of the C-1 zoning that exists and is touted as where multi-families should go. If put into perspective: R5 single family detached, homeownership, even potentially with a 400 to 500 ft.^{2} casita, is what they should be allowing.

Commissioner Clow said she has couple of other issues. She confirmed on the extended sidewalk that the applicant is willing to do that. Also, the HOA would restrict manufactured homes over five years old.

Mr. Reeder said he would be willing to extend the sidewalk even though the City does not require that. He agreed part of the HOA covenants would include that there could be no manufactured homes over five years old.

Mr. Reeder addressed Commissioner Garcia on his point about trailer parks. He wanted to reiterate and emphasize they are not developing a trailer park. These will be deeded lots owned by the homeowner. It is less at an R5 density than anything in the area. They are trying to create something that will elevate the neighborhood making every home more valuable and desirable, not less.

Commissioner Garcia noted there are trailer park properties around this property, but realizes it is a development.

Chair Hiatt asked that the Commissioners call them mobile homes or manufactured homes.

Commissioner Faulkner said some of the concerns can be addressed between now and the final submission.

Mr. Logston agreed. The Commission is asked to make a recommendation on a rezone and by the preliminary subdivision the covenants will be hammered out. There are a few moving parts that couldn't be drafted in general language. The Commission's decision is if the 42-lot subdivision is planned enough to move forward. The details would be worked out in final.

Commissioner Faulkner asked if that includes the park.

Mr. Logston said they will have full details on the park. This will go to the Governing Body for rezone and general plan amendment before coming back for final subdivision.

Commissioner Faulkner asked if there is a chance the traffic study could be done before that.

Chair Hiatt thought that would take the next several months and this will move faster.

Commissioner Gutierrez said Mr. Reeder and Mr. Shanahan made good points. We need single family dwellings, and this is a place people would take pride in, but he wanted them to know where he stood. He was still troubled by the turn lane and at this point could not support the request.

Mr. Berke suggested the Commission could recommend the Governing Body request a study or request the staging lane be extended as part of the rezoning.

Action of the Commission

MOTION: In Case #2019-20, 4000 and 4100 Geo Lane Rezoning, Commissioner Clow moved, seconded by Commissioner Lawrence, to recommend approval to the Governing Body for the rezoning to R5 and recommend the Governing Body address the issue of an extended left turn lane onto Geo Lane. Commissioner Lawrence seconded the motion.

VOTE: The motion failed by majority roll call vote with Commissioners Clow and Lawrence voting in favor and Commissioners Faulkner, Garcia, and Gutierrez voting against.

Commissioner Faulkner said she still felt there were a lot of unanswered questions such as the park, how it will be paid for, if the City will accept it, and traffic issues. The applicant has done a lot to make this work but there are still too many unanswered questions.

Commissioner Garcia is not against the development of new places, but is voting no regarding traffic studies.

Commissioner Gutierrez said they may not know he moonlights as a tow truck driver and the accidents he sees on Airport Road are enough to make this a safety concern. Until they have a definitive on extending the turn lane, he is not comfortable supporting.

Commissioner Lawrence explained her vote yes is because the R5 is reasonable zoning and reasonable for the neighborhood and the area, despite the other concerns.

Chair Hiatt said he would have voted yes, and the motion still would have failed because it did not have a majority. He asked if they want a separate motion to recommend disapproval.

Ms. Paez explained the Commission's recommendation is that the Governing Body does not approve the rezoning. This will still go to the Governing Body and will trigger a slightly different voting requirement. Instead of the majority of the quorum they would need a majority of the actual members.

A condition of the approval of the preliminary subdivision plat, Condition #1, is conditioned on the rezone going through. The Commission can still vote on the preliminary plan. The preliminary plan will go forward if approved by the Governing Body.

MOTION: In Case #2019-1520, 4000 and 4100 Geo Lane Preliminary Subdivision, Commissioner Clow moved to postpone the preliminary subdivision decision. Commissioner Faulkner seconded the motion.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Faulkner, Garcia, Gutierrez and Lawrence voting in favor and none against.

Chair Hiatt said they need to vote on the amended Findings of Fact and Conclusions of Law for the rezoning only.

Ms. Paez suggested it might be appropriate to revise them more significantly based on the concerns raised by the Commissioners. She suggested reviewing them.

Mr. Berke asked since the critical criteria had not been met, they review each of the rezone approval criteria and state why the criteria was not met.

Chair Hiatt referred to page 9 and asked Commissioners Faulkner, Garcia and Gutierrez to make distinctions in terms of the findings.

Mr. Gutierrez asked if that had to be done tonight.

Mr. Logston said it needs to be done because they are saying it does not meet the criteria of a rezone. The Commissioners have articulated general reasons why it doesn't, but they need to be specific which criteria it doesn't meet and why.

The Commission took a five-minute break.

MOTION: In Case #2019-20, 4000 and 4100 Geo Lane Rezoning, Commissioner Faulkner asked for a reconsideration of the vote on the rezoning recommendation to the Governing Body. The motion was seconded by Commissioner Gutierrez.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Faulkner, Garcia, Gutierrez and Lawrence voting in favor and none against.

Chair Hiatt said back to the first issue - the motion for rezoning.

MOTION: In Case #2019-20, 4000 and 4100 Geo Lane Rezoning, Commissioner Faulkner moved to postpone the decision on the rezoning to provide the developer and the community time to get answers for the concerns expressed by herself, Commissioner Garcia, and Commissioner Gutierrez. Commissioner Gutierrez seconded the motion.

Commissioner Clow added a friendly amendment that all the issues are clearly listed.

Mr. Berke asked to clarify if postponement is to a date certain or to the next meeting.

Chair Hiatt asked how long staff would need to work on the issues with Mr. Reeder.

Commission Faulkner captured the issues: the park, traffic and the HOA.

Chair Hiatt asked what is specific about traffic.

Commissioner Gutierrez replied his specific issue on traffic is 1) the left-hand turn onto Geo Lane, specifically the staging lanes and 2) a traffic study that doubles the number of dwellings. The traffic study was done on 42 lots. He wants to know if that considers the possibility of guest homes.

Commissioner Garcia said his major concern was the left turn into Geo.

Commissioner Faulkner said she would like to know if the lot would be accepted as a donation or would be another open space.

Mr. Berke stated if they were going to undertake a new traffic study and change the modeling, it might take 60 days.

Mr. Reeder said the last time they engaged Terry Brown it was at least 45 days before he could get to the study. This doesn't sound like a full-blown new study but more an analysis and could possibly be done sooner. Another option is Maury Walker, who is also a certified traffic planner.

Chair Hiatt asked Mr. Reeder if 60 days was reasonable.

Mr. Reeder said 60 days is okay. He said being honest he felt if they went to City Council tonight the evidence is on his side. They have met all of the criteria and he would hope to receive more of an impartial treatment there. He thought they would get that but is willing to stick with the Planning Commission another 60 days see if he can satisfy their concerns. The short answer is yes.

Mr. Logston said regarding the park dedication, he was not certain that is something the Commission could put on the developer. It is a larger City strategy and management issue that he did not think Mr. Reeder can solve. They have received a verbal commitment from Parks they will take the dedication, and a justification of why it will be inexpensive for them to maintain. They shouldn't expect Mr. Reeder to answer to that.

Chair Hiatt asked that Mr. Logston include that in the additional staff report with more flourish.

Ms. Paez added that usually, once there is a specific condition from the Parks Department of their requirements, at that point it becomes part of the financial guarantee. It is not a matter of the park not being accepted down the line. It is a matter of meeting the requirements. They supply a financial guarantee to show they have done that, and it is the City's.

Mr. Logston said he is not aware of any subdivision in the City where every single home has a casita. He was not sure they have ever asked an applicant to do this with a traffic study. He reminded them the level of service on the intersections was B and that did not change.

Commissioner Clow said it is not realistic to ask the applicant to do a traffic study when they agreed to do restricted covenants and only one unit per lot. It doesn't make sense to put that financial burden on the developer to do a study in anticipation that homeowners will violate restrictive covenants.

Commissioner Gutierrez explained the traffic study has been done and there is a base. The HOA would take the burden of the guest houses, but Ms. Paez stated there was no way the City has to enforce that.

Ms. Paez agreed.

Commissioner Gutierrez said that leaves the possibility of guest houses. He didn't find the burden reaching because a study has already been done. Everything tonight was focused on traffic.

Commissioner Clow asked if there was an HOA with restricted covenants on the other subdivision where two dwellings were on many of the lots.

Commissioner Gutierrez didn't recall.

Mr. Logston clarified although the City does not enforce HOA covenants, from the standpoint of a building permit, they ask applicants to produce their covenants. There will be covenants of some type, if nothing else for drainage, and the permit for an accessory dwelling unit would be denied. They check if one is put in improperly if a building permit is pulled.

Chair Hiatt asked if the permit department reviews every HOA applying for a permit.

Mr. Berke said not long ago there was a covenant restriction on a lot split that had to be tabled. They have seen conditions imposed by the applicant put on a plat and almost always, when there are notes on the plat, they enforce those. Some of the conditions are more restrictive on covenants than with the City. But they don't go through every set of covenants of every building permit.

Mr. Paez said there would be an initial review by her when finalized. If the covenant said no auxiliary dwellings it would say none and would be on the plat.

Commissioner Gutierrez asked if the Commission could make that a condition of approval.

Commissioner Clow said they could make that a condition of approval because the applicant agreed as part of the approval. That is what the Commission has accepted.

Ms. Paez agreed.

Mr. Reeder said he was okay with that condition of approval.

Commissioner Gutierrez said after everything, he would be okay scrapping the revised traffic study.

Mr. Berke suggested the motion include adding a condition of approval that the applicant has agreed to put a note on the plat that restricts each lot within the subdivision there could be no accessory dwelling unit. That doesn't touch on sheds or garages.

Chair Hiatt reminded everyone the motion is to *postpone*.

Mr. Gutierrez said the traffic study was going to put them out 60 days plus money out of pocket.

Chair Hiatt restated the motion is to postpone to a date certain no less than 60 days out. The sooner the better.

Ms. Paez indicated they only need to postpone to a date certain for noticing requirements. They are providing adequate notice by making this announcement and do not need to pick a specific date.

Commissioner Clow said the only issue is the extension of the left-hand turn lane.

Commissioner Gutierrez said that is the only one he has brought forward. He does have others to bring up between preliminary and final, which include the park.

Ms. Paez reiterated, this motion is to postpone a decision on making a recommendation to the Governing Body on the rezoning, and requests the applicant return with more information on the left-turn lane.

VOTE: The motion passed by roll call vote with Commissioners Clow, Faulkner, Garcia, Gutierrez and Lawrence voting in favor and none voting against.

G. STAFF COMMUNICATIONS

Mr. Berke said he emailed the Commission a spreadsheet with information on housing. The total units under construction now are 1,071 active building permits, with 791 under construction permit review for a total of about 1800 units. If anyone has questions, let him know.

The next meeting is on February 20, 2020. There are two cases to be heard.

Commissioners Clow and Lawrence indicated they would not be at the March meeting.

Mr. Berke noted on February 20, the Lensic and an old development plan will be heard. The March 5 agenda will be a loaded agenda and two meetings might be needed in March. There will probably be seven case captions but not necessarily seven different cases.

Ms. Paez added the guest attorney will be Andrea Salazar.

Mr. Berke said They will hear a case on March 5 on Agua Fria and Rufina St. zoning request along Airport Road. There will be quite a few cases for Airport Road because that is where much of the development is taking place.

Chair Hiatt asked Mr. Berke to poll the Commission regarding attendance for the February and March meetings.

Ms. Faulkner thought she would have a conflict of interest on one of the developments on Airport Road. She wants to recuse herself if on the next agenda and suggested possibly doing the case last if she does have to recuse.

H. MATTERS FROM THE COMMISSION

Commissioner Gutierrez thanked Mr. Berke for the numbers for the multifamily housing units. He has seen some lot split signs. He asked if everything was going smoothly.

Mr. Berke said relatively smooth. They did a new application and put a sign together that works well. They also created a letter that includes a PDF of the proposed

project as part of the mailer. The response from the public has been positive and no one has come in with concerns.

He is currently reviewing development review cases.

I. ADJOURNMENT

Having completed the agenda and with no further business to come before the Planning Commission, the meeting was adjourned at 9:25 p.m.

Submitted by:

Melissa D. Byers, Stenographer for
Byers Organizational Support Services

Approved by:

John B. Hiatt, Chair



EXHIBIT B2

City of Santa Fe, New Mexico

Governing Body Meeting
July 29, 2020

Exhibit B 3

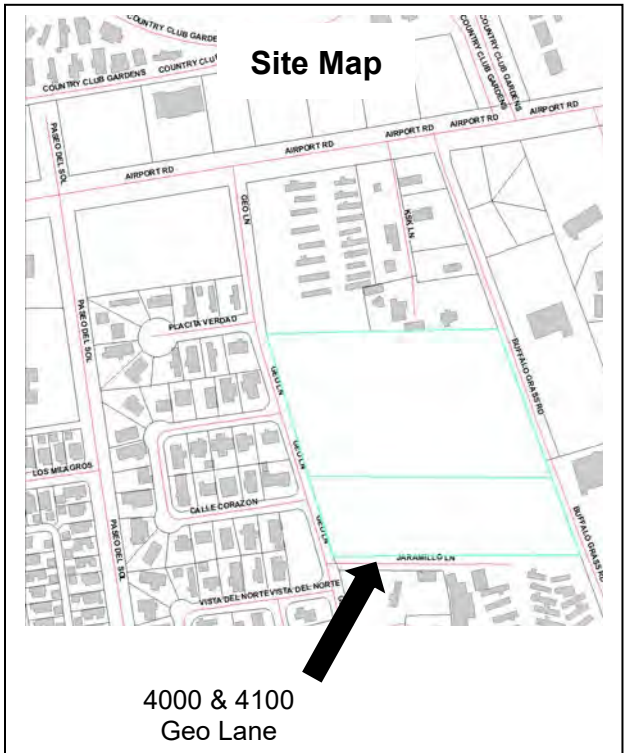
Planning Commission Staff Reports and Packets

June 4, 2020 Staff Report, Relevant Packet Material, Findings and Minutes

EXHIBIT B3

Land Use Department
Planning Commission Staff Report

Case No:	2019-20 & 2019-1520
Hearing Date:	June 4, 2020
Applicant:	John Reeder
Request:	Rezoning & Preliminary Subdivision
Location:	4000 & 4100 Geo Lane
Case Mgr.:	Lee Logston
Zoning:	R-1 (Residential- one dwelling unit per acre)
Overlay:	None
Pre-app Mtg:	December 27, 2018 & December 9, 2019
ENN Mtg:	January 31, 2019 & November 6, 2019
Proposal:	Rezoning from R-1 (Residential- one dwelling unit per acre) to R-5 (Residential- five dwelling units per acre), and Preliminary Subdivision approval for 42 residential lots on 8.59 acres.



Case # 2019-20. 4000 and 4100 Geo Lane Rezoning. John Reeder, Agent, for GEO Park, LLC, Owner, requests a rezoning from R-1 (Residential- one dwelling unit per acre) to R-5 (Residential- five dwelling units per acre). The properties are located at 4000 and 4100 Geo Lane and total approximately 8.59 acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136).

Case # 2019-1520. 4000 and 4100 Geo Lane Preliminary Subdivision. John Reeder, Agent, for GEO Park, LLC, Owner, requests approval of a Preliminary Subdivision Plat for 42 single-family residential lots at 4000 and 4100 Geo Lane. The properties are zoned R-1 (Residential- one dwelling unit per acre) and total approximately 8.59 acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136).

RELATED CASE:

Case # 2019-19. 4000 and 4100 Geo Lane General Plan Amendment*. John Reeder, Agent, for GEO Park, LLC, Owner, requests approval of a General Plan Amendment to amend the existing General Plan Future Land Use designation for approximately 8.59 acres from Institutional to Low Density Residential. The properties are located at 4000 and 4100 Geo Lane. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136).* ***RECOMMENDED FOR APPROVAL TO THE GOVERNING BODY JUNE 6, 2019***

I. RECOMMENDATION:

The Planning Commission should recommend **APPROVAL** of the rezoning request and should approve the preliminary subdivision plat subject to the approval of the rezoning application.

Four motions will be required in this case:

- *Recommend the Governing Body approve or deny the rezoning request for Case #2019-20 from R-1 (Residential- one dwelling unit per acre) to R-5 (Residential- five dwelling units per acre);*
- *Approve or deny the preliminary subdivision for Case #2019-1520 subject to rezoning approval by the Governing Body, with the conditions of approval and technical corrections as outlined in this report;*
- *Approve or deny the Findings of Fact and Conclusions of Law for Case #2019-20 (Exhibit A(2)); and*
- *Approve or deny the Findings of Fact and Conclusions of Law for Case #2019-1520 (Exhibit A(3)).*

II. CONDITIONS OF APPROVAL

Staff recommends the following conditions of approval for Case #2019-1520:

#	Condition of Approval	Dept. or Division	To be completed by:
1	Preliminary Subdivision approval is dependent on The Governing Body approving a General Plan amendment from Institutional to Low Density Residential and a rezoning from R-1 to R-5 by the Governing Body.	Land Use/Current Planning	Prior to Final Subdivision Approval
2	Articles of Incorporation and By-Laws for the Homeowners Association will need to be submitted and reviewed by the City Attorney per 14-9.5(A)(2).	Land Use/Current Planning	Prior to Final Subdivision Approval
3	The Developer shall provide sufficient sight distance at the subdivisions access to Geo Lane and Buffalo Grass Road. These sight triangles shall be in accordance with AASHTO standards and shall be reviewed and approved by the City's Public Works Department.	Engineering Division/Traffic	Prior to Final Subdivision Approval
4	The Developer shall provide a signing and striping plan.	Engineering Division/Traffic	Prior to Final Subdivision Approval
5	The Developer shall provide LED street lighting at all intersections, cul-de-sacs, and major curves. These lights shall be mounted on 23' poles per NMDOT specifications. The type of LED to be used	Engineering Division/Traffic	Prior to Final Subdivision Approval

	shall be reviewed and approved by the City's Public Works Department and shall be New Mexico Night Sky Protect Act compliant.		
5	The Developer shall increase the length of the eastbound left-turn bay on Airport Road by 25’	Engineering Division/Traffic	Prior to Final Subdivision Recordation
6	Certified drainage report must be stamped by a registered NM Professional Engineer. Use 0.98 for the C value for Roof, Concrete and Asphalt in the drainage calculation.	Technical Review Division/Terrain Management	Prior to Final Subdivision Approval
7	An Agreement to Construct and Dedicate (ACD) from the Water Division may be required for this project. A water plan must be submitted directly to the Water Division and approved prior to obtaining an ACD.	Public Utilities/Water Division	Prior to Obtaining Water Service

Following standard practice, redline comments will be provided to the surveyor who shall make any necessary changes to comply with technical corrections, and submit the corrected plat in Mylar. The “technical corrections” that must be made to the plat prior to recordation are listed in Exhibit A(1).

III. EXECUTIVE SUMMARY:

On June 6, 2019, the Planning Commission recommended approval of a General Plan amendment from Institutional to Low Density Residential for this property but tabled the Applicant’s R-6 (Residential- Six dwelling units per acre) rezoning request. On February 6, 2020, the Applicant sought recommendation for approval of R-5 rezoning (Residential- Five dwelling units per acre), and approval of a preliminary subdivision plat for 42 residential lots. The Commission still had concerns about left turn movements onto Geo Lane and asked the applicant to come back with additional traffic data to augment the Traffic Impact Study (TIA).

If given a favorable recommendation on the R-5 rezoning application, the Applicant will go to the Governing Body for final approval of the General Plan amendment and the rezoning. A preliminary subdivision approval would be conditional, pending approval by the Governing Body. If the Governing Body approves the General Plan amendment and rezoning requests, the final subdivision plat will come back to the Commission for approval.

While this project has met opposition from residents at each prior hearing, the Applicant has made significant efforts to address all the concerns that are within his ability to address with this development. The Applicant has complied with Planning Commission requests to collect additional data to supplement the Traffic Impact Analysis (TIA) previously performed. With approval by the City Traffic Engineer, the Applicant will perform further off-site improvements to the left turn median on Airport Road.

Much of the discussion about this project has centered on "quality of life" issues. Many of these are larger community issues, such as crime enforcement, lack of area amenities, and character of the urban realm. These are issues that engaged citizens and appointed and elected officials must be address together, through a longer-range process that includes discussion of public and private community investment. This proposed infill project should not be evaluated on its ability to resolve all of the persistent challenges facing this district. Rather, the Commission should base their decision on both the rezoning and the preliminary subdivision solely on the requirements and standards detailed in Chapter 14. A recommendation for denial on either must address each of the criteria contained within. These criteria are detailed in Sections VI and VII.

The Applicant asks that the Commission provides him with a decision, even if it is to recommend denial of the rezoning, so that he can move forward to the Governing Body for review. A recommendation for denial of the rezoning request by the Commission would hand over to the Governing Body approval authority for both requests.

IV. BACKGROUND

The Planning Commission first considered an application for this property on June 6, 2019. At that time, the application consisted of a General Plan amendment from "Institutional" future land use designation to "Low Density Residential" (three to seven units per acre) and a rezoning from R-1 (Residential- One dwelling unit per acre to R-6 (Residential- Six dwelling units per acre). The Applicant's intent at that time was to develop approximately 48 residential lots on +/- 8.59 acres. The Planning Commission recommended approval of the General Plan amendment, but tabled the rezoning request, asking the Applicant to come back with something less dense and to better address the concerns of the surrounding residents, which included traffic, density, lot shape, type of housing to be built, and the lack of parks and open space.

The Applicant came back to Planning Commission on February 6, 2020, with a request for approval for R-5 rezoning (Residential- Five dwelling units per acre) and a request for preliminary subdivision approval for a 42-lot subdivision. While the proposed density was not significantly less than the original proposal, the Applicant had made a number of modifications to the subdivision proposal in an attempt to address resident concerns:

- Density: The Applicant decreased the number of lots from 48 to 42.
- Preventing street parking on Geo Lane and Buffalo Grass: The Applicant increased the right of way width of most streets within the subdivision to accommodate street parking.
- Preventing cut-through traffic: The Applicant aligned the roads within the proposed subdivision in such a way as to eliminate a straight through path from Geo Lane to Buffalo Grass Road.
- Lot shape: The Applicant increased the width of lots in order to encourage a variety of home footprints.
- Guest houses: The Applicant expressed a willingness to prohibit guest houses and included this prohibition in draft covenants.
- Stick-built homes: The Applicant engaged the Housing Trust and Homewise in discussions to see if they would be interested in building the subdivision or providing financing. These discussions are ongoing.

- Manufactured home quality: The Applicant included provisions in the covenants specifying that the homes be no more than five years old, and that the homes be attached to a permanent masonry foundation finished in stucco or some other material that compliments the finish of the home.
- Parks and open space: Although a subdivision this small is not required to build a park, the Applicant offered to dedicate and build a small public park and gained Parks Department commitment to maintain it. The applicant has since withdrawn this offer.
- Proximity to KSK dorms: The Applicant provided a non-buildable lot directly adjacent to the dorms and offered to deed it over to the KSK for their use, and increased rear setbacks on lots adjacent to KSK to buffer the dorms. In subsequent negotiations with KSK, the Applicant has instead offered to build a wall and perform a lot line adjustment to give KSK a ten-foot strip of land along their common property line.
- Pedestrian safety: The Applicant has offered to build sidewalks connecting his development to Airport Road. Currently, there is not a continuous sidewalk on Geo Lane. As an off-site infrastructure improvement, City staff will not require this, but if the Applicant confirms willingness to construct off-site sidewalks at the public hearing, this could be included final subdivision stage.

At the February 6 hearing, some residents expressed gratitude for these revisions to the subdivision design. However, many of the same concerns about density and traffic persisted among both residents and the Commission. There was significant discussion about the methodology used by the Applicant's Traffic Engineer, and the resulting data regarding traffic flow, queuing on Airport Road for left turns onto Geo Lane, and the number of new vehicles the new subdivision would bring.

After significant deliberation, the Commission postponed making a decision, and asked the Applicant to follow up on three specific Commission requests:

1. The Commission requested that the Applicant collect more traffic accident data for Airport Road at the intersections of Geo Lane and Paseo del Sol;
2. The Commission asked the Applicant to follow up with the City Traffic Engineer to see whether he would be willing to allow adjustment of the left turn lane on Airport to accommodate one more car to queue for left turns onto Geo Lane; and
3. Investigate/verify the validity of ITE trip generation rates as they would apply to this project.

While the Applicant has decided to withdraw the park dedication from the subdivision, he has collected more traffic data and the results are analyzed below. This staff report focuses on the key issues of roads, traffic, and parking, as well as following up on specific items unresolved as of the last hearing. Detailed analysis of the subdivision is found in the Staff Report for the February 6, 2020 Hearing, included in Exhibit A(4).

V. NEW DATA AND OUTSTANDING ISSUES

Roads and Traffic:

Geo Lane is a 50-foot public right of way (ROW), with approximately 30 feet of pavement adjacent to the project site. Buffalo Grass Road is a 40' public ROW, with approximately 18' of pavement and sidewalks. The Applicant will construct curb, gutter, and sidewalk along their property on the east side of Geo Lane

and the west side of Buffalo Grass Road, dedicating any necessary ROW for the improvements. The Applicant has also expressed a willingness to extend both of these sidewalks north to connect with existing Airport Road sidewalks. This amounts to approximately 900' of off-site sidewalk improvements that would improve pedestrian safety for existing and future residents.

The Applicant has obtained approval from the City Traffic Engineer to reconfigure the curbing on the left turn bay island on Airport Road, as requested by the Commission. This off-site improvement will increase the queuing for west bound left turns onto Geo Lane by approximately 25 feet, which will allow for approximately one more vehicle to queue for left turns during busy times. This will correspondingly reduce the left turn queuing for traffic traveling east by one vehicle as well. The queuing analysis in the TIA indicated that this would contain the 95th percentile queue at this intersection. Observational data obtained for the supplemental traffic data showed that the east bound turn lane rarely had more than one vehicle in it. This change should improve left turn safety onto Geo Lane, and is hoped to discourage U-turns at the signaled intersection or Paseo del Sol.

As requested at the February 6 hearing, the Applicant collected crash data for the intersections of Airport Road at Paseo del Sol and Geo Lane. While traffic modeling indicated that the proposed new Geo Lane subdivision was expected to increase the number of crashes by less than one crash per year (0.71) collectively for both intersections, the crash data indicated that there were approximately 18 more crashes at these intersections than modeling would predict. The Applicant did not go into individual crash reports to verify that all these accidents truly did occur in traffic motions at these intersections, nor to confirm if the intersections were used as general reference points. A rear-end collision due to stopped traffic at Paseo del Sol, 40 feet back from the intersection, for example, might be filed as an accident at Paseo, but was not necessarily caused by left turn or U-turn motions. Therefore, the crash data collected is inconclusive.

The developer did not present a trip generation analysis that could be used as comparable data for residential traffic in the area of Airport Road. The Public Works Department provided the developer with traffic counts that could be used to represent traffic generation in this area. As of the date of this memo, Public Works has not received the analysis of this data. Therefore, the Traffic Division Director does not have recommendations to present regarding the accuracy of traffic counts. The Geo Lane Supplemental Traffic Impact Analysis, included as Exhibit D(3).

The original TIA performed for the original R-6 proposal measured traffic movements at the intersections of Airport Road and South Meadows Road, Paseo del Sol, Geo Lane, and Buffalo Grass Road. For all of these intersections, the Level of Service (LOS) grades did not change with the additional traffic anticipated to be generated by the new subdivision. Specifically, the intersections of Geo Lane and Buffalo Grass Road currently operate at level of service "B" at both morning and evening peaks, and this level of service does not change with traffic from the new subdivision. All three entrances to the proposed subdivision on Geo Lane and Buffalo Grass Road are expected to operate at level of service "A". While there may be a perception that these are very busy roads, they currently operate at the highest LOS, and the effect of the new subdivision does not change the LOS for these roads.

Cars and Parking:
There was significant discussion of whether vehicles of residents of the new development would spill out onto Geo Lane or Buffalo Grass Road. Each lot within the subdivision will provide the required two off street parking spaces. Furthermore, three out of four primary streets within the subdivision will be 50-foot public ROWs, which are wide enough to accommodate parking on one side of the street. It should be noted that even if there is overflow parking, Geo Lane and Buffalo Grass Road are both public streets. Geo Lane has a 50-foot ROW which can accommodate parking on one side.

Park:
After consideration of the discussion about the park at the last hearing, the Applicant has decided to withdraw his offer to dedicate a park and instead will pay park impact fees. The quarter acre that had been intended for the park has been absorbed into lots in the subdivision. A letter from the Applicant addressing this topic is included as Exhibit D(4).

KSK Temple & Dorms:
At the February 6 Hearing, KSK members expressed appreciation for the increased setbacks and offer of the open space areas adjacent to the dorms, but also requested a wall adjacent to the dorms to provide a better buffer. In subsequent discussions with KSK, representatives expressed concern over maintaining the open space parcel. The Applicant is now planning to perform a lot line adjustment with the subdivision, deeding over ten feet of land to KSK and will build a six-foot wall along this new property line. This donation, along with the standard rear yard setback of 15 feet, will ensure at least 25 feet between the KSK dorms and any new houses. A letter from the Applicant addressing this topic is included as Exhibit D(4).

Homeowners Association (HOA) Covenants Regarding Manufactured Homes:
The Applicant agreed at the February 6 Hearing to expressly prohibit guest houses in the subdivision's HOA covenants. Staff will not condition this, but supports the Applicant's willingness to honor the neighbors' wishes. The Planning Commission does have the authority to include this as a condition of approval. The Applicant will include a guest house prohibition in the covenants for consideration at final subdivision. There are also provisions regarding the age, type, and foundation requirements for any manufactured homes placed within the subdivision.

VI. REZONE APPROVAL CRITERIA

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:

Criterion 1 [14-3.5(C)(1)(a)]: one or more of the following conditions exist:	**Criterion Met:** (Yes/No)
(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;** **(iii) a different use category is more advantageous to the**	**YES**

community, as articulated in the General Plan or other adopted city plans;	
(i) Not Applicable (ii) The surrounding area has evolved over the past few decades, evolving from semi-rural open areas to predominately residential neighborhoods. Residential developments are currently established on three sides of the property, along with one institutional use to the north. A mixture of live/work and light commercial establishments are to the east and south on the other side of Buffalo Grass Road. (iii) R-5 zoning would be more advantageous to the community than the existing R-1 in terms of providing much needed buildable lots at lower prices than one acre lots could be offered. The Commission has already recommended changing the future land use designation from Institutional to Low Density Residential, recognizing the abundance of land designated Institutional in this area, and consistency with the Southwest Area Master Plan (SWAMP) and with guidelines articulated in various sections of the General Plan.	
Criterion 2 [14-3.5(C)(1)(b)]: all the rezoning requirements of Chapter 14 have been met;	**Criterion Met:** (Yes/No) **YES**
The Applicants have met the Chapter 14 procedural requirements for re-zoning, including holding an Early Neighborhood Notification Meeting, posting and mailing of notification requirements, and submitting required application submittals including a Traffic Impact Analysis. The Applicant is not requesting any variances.	
Criterion 3 [14-3.5(C)(1)(c)]: the rezoning is consistent with the applicable policies of the General Plan, including the future land use map;	**Criterion Met:** (Yes/No) **YES**
The proposed rezone is consistent with the Commission's previous recommendation to change the future land use designation from Institutional to Low Density Residential. The Southwest Area Master Plan (SWAMP) serves as the general plan for this area, and the SWAMP is essentially neutral about residential housing at this density in this area. Low density residential is an appropriate land use with the general Mixed Use intent of this area. In the general plan amendment case (2019-19), the Commission found housing at this location "would promote the general welfare and contribute to the harmonious development of Santa Fe as long as the resulting density and design proposal are appropriate for the surrounding area."	
Criterion 4 [14-3.5(C)(1)(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;	**Criterion Met:** (Yes/No) **YES**
The proposed rezoning exceeds the two acre threshold below which rezonings will not be considered (14-3.5(C)(2)(b)), and is consistent with the General Plan in terms of use and density.	
Criterion 5 [14-3.5(C)(1)(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.	**Criterion Met:** (Yes/No) **YES**

A traffic impact analysis was previously performed to assess the impact of the additional traffic anticipated to be generated by the proposed development, based on R-6 density, higher than the R-5 now proposed. Levels of service did not change at any of the intersections studied. The Applicant will make road improvements to his property, as well as significant off-site sidewalk improvements. Water and sewer service lines are readily available in both Geo Lane and Buffalo Grass Road. Full DRT review indicated that infrastructure would be able to absorb the impacts of the proposed development. Existing infrastructure can accommodate the development, and the Applicant is making improvements to the west bound turn bay on Airport Road.	
Criterion 6 [14-3.5(C)(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;** **(c) or benefit one or a few landowners at the expense of the surrounding landowners or general public.**	**Criterion Met:** (Yes/No) **YES**
(a) The proposed change in use will result in a new single family, detached home development which will be consistent with the prevailing use and character in the area. (b) The proposed rezoning is well over the two acre threshold. (c) The proposed subdivision is for 42 lots, and includes the dedication of land to the KSK Buddhist Center. The average lot size is over 5,800 square feet, well over the minimum lot size of 4,000 square feet. The proposed subdivision includes several roads wide enough to allow for on-street parking, so resident and visitor parking should be confined to the subdivision. The developer is willing to build 900 feet of off-site sidewalk improvements. Given all this, the development does not come at the expense of the general public.	
Criterion 7 [14-3.5(D)(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;	**Criterion Met:** (Yes/No) **YES**
DRT review indicated that road and utility infrastructure would be able to handle the proposed use and density. The Applicant will make road improvements to their property as required by Chapter 14, reconfigure the left turn lane onto geo Lane on Airport Road, as well as make extensive off-site sidewalk improvements in the neighborhood.	
Criterion 8 [14-3.5(D)(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.	**Criterion Met:** (Yes/No) **YES**

The Applicant will make road improvements to the property, as well as extensive off-site sidewalk improvements. The developer will cooperate and participate wholly or in part with any applicable costs of construction in addition to impact fees.

VII. PRELIMINARY SUBDIVISION PLAT

SFCC Section14-3.7 governs the authority, procedures and restrictions for the division of land. SFCC Subsection 14-3.7(B)(3)(d) states that "The Planning Commission shall review the preliminary plat and other materials submitted for conformity to this article, consider the Land Use Director report and recommendations and require any changes deemed advisable and the kind and extent of improvements to be made by the subdivider."

The criteria for approval of a Preliminary Subdivision are detailed below:

Criterion 1: In all subdivisions, due regard shall be shown for all natural features such as vegetation, water courses, historical sites and *structures*, and similar community assets that, if preserved, will add attractiveness and value to the area or to Santa Fe.	**Criterion Met:** (Yes/No) **YES**
Archaeological clearance was not required for this proposal. There is minimal vegetation on the site, and there are no significant natural features, water courses, or historical sites.	
Criterion 2: The planning commission shall give due regard to the opinions of public agencies and shall not approve the *plat* if it determines that in the best interest of the public health, safety or welfare the land is not suitable for *platting* and *development* purposes of the kind proposed. Land subject to *flooding* and land deemed to be topographically unsuited for building, or for other reasons uninhabitable, shall not be *platted* for *residential* occupancy, nor for other uses that may increase danger to health, safety or welfare or aggravate *erosion* or *flood* hazard. Such land shall be set aside within the *plat* for uses that will not be endangered by periodic or occasional inundation or produce unsatisfactory living conditions. See also Section 14-5.9 (Ecological Resource Protection Overlay District) and Section 14-8.3 (Flood Regulations).	**Criterion Met:** (Yes/No) **YES**
There are no water courses or FEMA designated flood plains on or near this property. There is minimal slope to the property, with less than 20 feet elevation loss between the north and south boundaries of the property. The retention basin is located at the southeast corner of the property, where it will take full advantage of natural drainage patterns.	
Criterion 3: All *plats* shall comply with the standards of Chapter 14, Article 9 (Infrastructure Design, Improvements and Dedication Standards).	**Criterion Met:** (Yes/No) **YES**
The Development Review Team (DRT) has reviewed the Applicant's proposed subdivision design. The DRT includes the following City Divisions: Traffic, Technical Review, Water, Sewer, Fire and Land Use. Review comments and conditions from the DRT provide necessary changes to the proposal to meet City Code standards for public health, safety or welfare. The engineering design for terrain management, roads and utilities complies with all requirements of Chapter 14. Sewer will gravity flow for all lots within the subdivision. The water line will be capable of providing the fire flow	

standards of the International Fire Code.	
Criterion 4: A *plat* shall not be approved that creates nonconformity or increases the extent or degree of an existing nonconformity with the provisions of Chapter 14 unless a variance is approved concurrently with the *plat*.	**Criterion Met:** (Yes/No/N/A) **YES**
No existing nonconformities are increased, nor are any nonconformities created by the approval of this subdivision. The applicant is not requesting any variances with this proposal.	
Criterion 5: A *plat* shall not be approved that creates a nonconformity or increases the extent or degree of an existing nonconformity with applicable provisions of other chapters of the Santa Fe City Code unless an exception is approved pursuant to the procedures provided in that chapter prior to approval of the *plat*.	**Criterion Met:** (Yes/No/N/A) **YES**
No existing nonconformities are increased, nor are any nonconformities created by the approval of this subdivision. The applicant is not requesting any exceptions with this proposal.	

VIII. EARLY NEIGHBORHOOD NOTIFICATION

An ENN was held for the original application, consisting of general plan amendment and R-6 rezoning requests, on January 31, 2019. Approximately ten members of the public attended. An ENN for the amended application, consisting of an R-5 rezoning request along with preliminary subdivision approval, was held on November 6, 2019. Four residents signed in. Additionally, another informal meeting for neighbors was held on November 12, 2019 as an additional opportunity for neighbor input, which was attended by two residents and one member of the press. Concerns voiced at all meetings were largely the same, and the Applicant's efforts to address these concerns are detailed in the Background Section of this report.

IX. EXPIRATION

According to SFCC Subsection14-3.19(B)(2) "Approval of a preliminary subdivision plat … shall expire three years after final action approving it unless the final plat … is approved." Should the Commission approve the preliminary subdivision plat and adopt the recommended Findings of Fact at this hearing, the expiration date would be June 4, 2023.

The rezoning request is a recommendation, rather than a final decision. Therefore, there is no expiration date provision in our code.

X. ATTACHMENTS:

EXHIBIT A:

1. Technical Corrections
2. Draft Findings of Fact/Conclusions of Law Case #2019-20
3. Draft Findings of Fact/Conclusions of Law Case #2019-1520
4. Staff Report February 6, 2020
5. Planning Commission Meeting Minutes February 6, 2020

EXHIBIT B: Development Review Team Memoranda

1. Traffic Review
2. Fire Review
3. Technical Review
4. Wastewater Division Review
5. Water Engineering Division Review
6. Landscape Review

EXHIBIT C: Maps and Photos

EXHIBIT D: Applicant Materials

1. Applicant Letter
2. Traffic Impact Analysis Summary
3. Supplemental Traffic Memo
4. Draft Covenants
5. Proposed Subdivision

APPROVED BY:

Title	Name	Initials
Land Use Director	Eli Isaacson	
Land Use Planner Manager	Noah Berke	
Land Use Department Case Manager	Lee Logston	

City of Santa Fe, New Mexico

Exhibit D

Applicant Materials

1. Applicant Letter
2. Traffic Impact Analysis Summary
3. Supplemental Traffic Memo
4. Draft Covenants
5. Proposed Subdivision

EXHIBIT B3

To: City of Santa Fe Land Use Planning, Planning Commission Chairman and Members, and Others Whom it may concern:

From: Geo Park, LLC Members

Re: Open Space

Regarding our previous proposal to donate approximately one-quarter acre open space for a public park as a part of our proposal for GEO PARK SUBDIVISION, we respectfully request the withdrawal of offered donation due to neighboorhood and Commission Member concerns about the future maintenance and upkeep of the proposed park. In reviewing the minutes from the February 6th, 2020 Planning Commission meeting, which required 30 pages to transcribe, the proposed park was discussed at length on at least 5 of those pages, including the public testimony portion and then the question and answer as well. There was much skepticism regarding the City Parks Department ability to manage any added maintenance to its workload and the suggestion of a "low maintenance" park without grass and landscaping was also not favorably received. Therefore, we have revised our proposed subdivision layout and have added the area of the proposed park to the nearby Lots, making those Lots a little larger than before.

Regarding the other open space area adjacent to the KSK Buddist Center we have also revised that proposed donation. In discussions with representatives of the center a preference for greater privacy was expressed rather than the donation of an open space area that would likely require maintenance and create an expense. Instead, we now propose to donate a 10 foot wide strip along the current shared property boundary, build an 8 foot high block wall on the adjusted property line, and also create a 10 foot setback from the wall for any home built on the Lots adjoining the adjusted property line. This combination will result in the 20 foot separation from the center's dormitory, as was previously proposed, and also offer more privacy for the whole center. The remainder of the open space area will be added to nearby Lots, as with the others, making those Lots a bit larger.

EXHIBIT B3

Terry O. Brown P.E.

Geo Lane Park Subdivision

(Airport Rd. / Geo Lane)

Traffic Impact Study

April 26, 2019

D R A F T



Presented to:

City of Santa Fe
Traffic Engineering Department

Prepared for:

Terry O. Brown P.E.
P.O. Box 92051
Albuquerque, NM 87199
505 · 883 · 8807

Geo Lane Park Subdivision
(Airport Rd. / Geo Lane)
Traffic Impact Study

Executive Summary

The purpose of this study is to evaluate the transportation conditions before and after implementation of the proposed Geo Lane Park Subdivision, determine the impact of the development on the adjacent transportation system and recommend mitigation measures where necessary. The subdivision can be developed based on a proposed zone change from I-1 (Church) to R-6 (Residential – 6 DU's per acre). This study is prepared to meet the requirements of the City of Santa Fe Traffic Engineering Department associated with its review of the Geo Lane Park Subdivision.

The proposed development is located near the southeast corner of Airport Rd. / Geo Lane. The study area includes the intersections of Airport Rd. / S. Meadows Rd., Airport Rd. / Paseo del Sol, Airport Rd. / Geo Lane and Airport Rd. / Buffalo Grass Rd. as well as the three proposed driveways for the project. Following is a vicinity map showing location of the project:

The proposed development is to be developed as a 48 unit single-family detached housing subdivision. The anticipated implementation year for this site is the year 2022. According to the Institute of Traffic Engineers' (ITE) trip generation rates, the weekday AM Peak Hour period is anticipated to generate approximately 10 entering trips and 29 exiting trips. During the weekday PM Peak Hour period, it is anticipated that it will generate approximately 32 entering trips and 19 exiting trips.

The development will be accessed via three proposed driveways for this parcel of land, two on Geo Ln. and one on Buffalo Grass Rd.

Analysis results by analysis year are included in the following tables:

			2022 Conditions	
Intersection No. / Name	Signalization	Case	AM Peak	PM Peak
1 - Airport Rd. / S. Meadows Rd.	Signalized	NO BUILD	C - 32.5	C - 20.8
		BUILD	C - 33.5	C - 21.0
2 - Airport Rd. / Paseo del Sol	Signalized	NO BUILD	B - 19.5	B - 12.3
		BUILD	B - 19.6	B - 12.4
3 - Airport Rd. / Geo Lane	Unsignalized	NO BUILD	B - 12.3	B - 10.9
		BUILD	B - 12.5	B - 11.0
4 - Airport Rd. / Buffalo Grass Rd.	Unsignalized	NO BUILD	B - 11.4	B - 10.6
		BUILD	B - 11.6	B - 10.7
5 - Driveway"A" / Buffalo Grass Rd.	Unsignalized	NO BUILD	N/A	N/A
		BUILD	A - 8.7	A- 8.7
6 - Driveway"B" / Geo Lane	Unsignalized	NO BUILD	N/A	N/A
		BUILD	A - 9.0	A- 9.1
7 - Driveway"C" / Geo Lane	Unsignalized	NO BUILD	N/A	N/A
		BUILD	A - 9.0	A- 8.9

In summary, the proposed development does not have a significant adverse impact to the adjacent transportation system and the minimal impact to the transportation system can be mitigated by the recommended measures described in this report and summarized in the table above. In summary, the recommendations of this study are:

Recommendations

Project should be accessed via three full access driveways:

- **Driveway "A" / Buffalo Grass Rd.** – should be designed and constructed with one entering lane and one exiting lane minimum. Driveway "A" is located approximately 120 feet north of the south boundary of the subdivision (boundary line to centerline of Driveway "A").
- **Driveway "B" / Geo Lane** – should be designed and constructed with one entering lane and one exiting lane minimum. Driveway "B" is located approximately 230 feet north of the south boundary of the subdivision (boundary line to centerline of Driveway "B").
- **Driveway "C" / Geo Lane** – should be designed and constructed with one entering lane and one exiting lane minimum. Driveway "C" is located approximately 250 feet north of Driveway "B" (centerline to centerline).

Driveways shall be designed and constructed to preserve adequate sight distances as required by the City of Santa Fe Traffic Engineer.

Driveways should be designed and constructed to intersection Geo Lane and Buffalo Grass Rd. at a 90-degree angle plus or minus 10 degrees.

EXHIBIT B3

Terry O. Brown P.E.
Civil / Transportation Engineering

Monday, May 11, 2020

John J. Romero, P.E.
City of Santa Fe
P. O. Box 909
Santa Fe, NM 87504

Re: Geo Lane Subdivision – Supplemental Letter

Dear Mr. Romero:

This supplemental letter is a companion to the Traffic Impact Study address certain issues raised at a recent public hearing for the project. Those issues are listed as follows:

1) Crash rates for Airport Rd. / Geo Lane and Airport Rd. / Paseo del Sol
2) Queuing for westbound left turn movement off of Airport Rd. into Geo Lane southbound
3) Residential trip generation rates – validity in applying to this project

In order to address the three areas of concern, the following actions are taken:

1) A crash analysis was performed for the Airport Rd. / Geo Lane and Airport Rd. / Paseo del Sol corridor (including the two intersections) using the HCS7 (Highway Capacity Software, Version 7) HSS (Highway Safety Software) module base on the Highway Safety Manual (See attached). The HSS evaluation is attached for review. In summary the HSS analysis indicates that the implementation of the proposed new Geo Lane Subdivision is expected to increase the number of crashes along Airport Rd. from Geo Lane to Paseo del Sol (inclusive) by less than one crash per year. Therefore, the impact to the crash rate along Airport Rd. is insignificant. The implementation of Geo Lane Park Subdivision does not present a significant adverse impact to the adjacent transportation system.
2) The queuing analysis in the Traffic Impact Study demonstrates that the existing westbound left turn lane on Airport Rd. at Geo Lane is sufficient to contain the 95th Percentile Queue at the intersection. The current westbound left turn lane on Airport Rd. at Geo Lane is approximately 65 feet long. Therefore, it can hold about three passenger cars before there is a spillover into the adjacent thru lane. The complimentary eastbound left turn lane on Airport Rd. at the east entrance to the Esplanade Shopping Center is approximately 80 feet long. Neither the westbound left turn lane nor the eastbound left turn lane were observed to spill over during the traffic count period for this Study. However, it was noted that the westbound left turn lane at Geo Lane would queue two to three vehicles occasionally while the

Terry O. Brown • tobe@swcp.com • P.O. Box 92051 • Albuquerque, NM 87199 • 505 - 883 - 8807

3) complimentary eastbound left turn lane rarely queued more than one vehicle. Therefore, it is concluded that the westbound left turn lane on Airport Rd. at Geo Lane could be extended by 25 feet to allow for one more vehicle to queue westbound to turn lane into Geo Lane, thus reducing the complimentary eastbound left turn lane length by 25 feet.
4) The trip generation rate for the proposed Geo Lane Park Subdivision was calculated using ITE Trip Generation equations published in the ITE Trip Generation Manual, 10th Edition. The trip generation rates for Single-Family Detached Housing Units for Daily, AM Peak Hour of Adjacent Street Traffic, and PM Peak Hour of Adjacent Street Traffic were established based on well of 150 nationwide studies of residential developments comprised of single-family detached homes. While trip generation rate calculation is not an exact science, the equations for Single-Family Detached Housing in the ITE Trip Generation Manual has a high degree of correlation with real trip generation rates (i.e., the R^2 Value is at least 0.89). The ITE Trip Generation Manual (10th Edition) states the following regarding ITE Land Use 210 (Single-Family Detached Housing):
   - *"...Single-family detached housing includes all single-family detached homes on individual lots. A typical site surveyed is a suburban subdivision..."*
   - *"...The number of vehicles and residents had a high correlation with average weekday vehicle trip ends. The use of these variables was limited, however, because the number of vehicles and residents was often difficult to obtain or predict. The number of dwelling units was generally used as the independent variable of choice because it was usually readily available, easy to project and had a high correlation with average weekday vehicle trip ends..."*
   - *"...This land use included data from a wide variety of units with different sizes, price ranges, locations, and ages. Consequently, there was a wide variation in trips generated within this category. Other factors, such as geographic location and type of adjacent and nearby development, may also have had an effect on the site trip generation..."*
   - *"...Single-family detached units had the highest trip generation rate per dwelling unit of all residential uses because they were the largest units in size and had more residents and more vehicles per unit than other residential land uses; they were generally located farther away from shopping centers, employment areas and other trip attractors than other residential land uses; and they generally had fewer alternative modes of transportation available because they were typically not as concentrated as other residential land uses..."*
   - *"...The peak hour of the generator typically coincided with the peak hour of the adjacent street traffic..."*

John J. Romero, P.E.
Monday, May 11, 2020

Re: Geo Lane Subdivision – Supplemental Letter

There are three independent variables available for projecting trip generations, the number of residents, the number of vehicles, and the total number of dwelling units. For this analysis, the number of dwelling units variable was used. The projected traffic generated by this land use is presented in the following Table. The Trip Generation Calculations are presented in the Traffic Impact Study.

SUMMARY OF TRIP GENERATION RATES LAND USE 210 – SINGLE-FAMILY DETACHED HOUSING) (GENERAL URBAN / SUBURBAN)	
Peak Hour of Adjacent Street Traffic	**Geo Lane Park Subd.**
A.M. Peak Hour Entering	10
A.M. Peak Hour Exiting	29
A.M. Peak Hour Total	39
P.M. Peak Hour Entering	32
P.M. Peak Hour Exiting	19
P.M. Peak Hour Total	51

Source: Institute of Transportation Engineers
Trip Generation, 10th Edition, 2017

The two entrances to the existing Estancia Primera subdivision were counted to obtain an actual rate. The existing Estancia Primera subdivision consists of approximately 177 single-family dwelling units. The actual traffic generated by Estancia Primera is significantly less than the traffic produced by ITE. This could be due to the demographics of Estancia Primera. For conservative analysis, the ITE rates will be used for this analysis.

I believe this letter should address the three concerns raised at previous public hearings.

Please call me if you have questions.

Best Regards,

Terry O. Brown, P.E.

attachments as noted

cc: John Reider,

Crash Analysis

A traffic and safety analysis using HCS7 Highway Safety Software (HSS) was performed to assess the safety performance of one signalized intersection (Paseo Del Sol & Airport Rd.) and one unsignalized intersection (Geo Lane & Airport Rd.) in the study area for existing (No Build) and developed (Build) conditions. The intersections were located sequentially along the Airport Rd. corridor which is classified as regional principal arterial. The Paseo Del Sol & Airport Rd. intersection has adequate lighting and a combination of permissive and protected/permissive left-turn phasing, and medium to low pedestrian activity level. The Geo Lane intersection has only one light on the north side of the intersection, so no credit was given for lighting in the analysis. The map below illustrates the intersections and segments analyzed in each corridor.



The total number of observed crashes from 2016 through 2018 (inclusive) at each intersection and segments between intersections was provided by the New Mexico Department of Transportation, Traffic Safety Division (Traffic Records). The HSS *predicted crash frequency* is calculated using site-based crash frequency estimates at other similar sites and the predictive model found in Part C of the HSM. The HSS model calculates *expected crash frequency* using the Empirical Bayes (EB) methodology which adjusts the *predicted crash frequency* using the observed crash frequency at the site. So, when the observed crashes are higher than the predicted crashes, the expected crash frequency is also higher. A summary of the crash

frequencies for the "No Build" and "Build" Conditions is presented in the Crash Analysis Summary Table below. More detailed HSS results for the No Build and Build conditions are presented in the tables in Appendix A-129 through A-166.

As shown in the Crash Analysis Summary Table, the impact on the crash rate due to the new development is minimal given that the crash rate at each analyzed intersection is increased by significantly less than one crash per year. A more notable concern is the total average number of observed crashes per year (23), compared to the predicted crashes (5.18) and expected crashes (14.193) for existing (or NO BUILD) conditions. The historic crash rate is an indicator of issues related to existing design and existing conditions and is not by any means a measure of the impact of this development on the adjacent transportation system. This higher observed crash rate indicates that there may be intersection design issues and / or regional driver characteristic issues that may need to be considered. The HSM modelling requires a regional adjustment factor which has not been applied in this case. The State of New Mexico (i.e., the NM DOT) has not determined regional adjustment factors. Neither has the City of Santa Fe.

The findings of this crash analysis conclude that the expected increase in crashes as a result of implementation of the proposed Geo Lane Park Subdivision is an increase of less than 1 crash per year collectively for the two intersections of Airport Rd. / Paseo Del Sol and Airport Blvd. / Geo Lane. Therefore, there is no significant impact on the adjacent transportation system.

CRASH ANALYSIS
Summary Table

TERRY O. BROWN, P.E.

Highway Safety Software Facility Report

Project Information
Analyst: J. Becker, P.E.
Date: 3/17/2020
Jurisdiction: City of Santa Fe
Analysis Year: 2020
Project Description: Geo Lane Park Subdivision

SECT. No.	FACILITY TYPE	MODEL TYPE	NAME	AADT MAJOR STREET		AADT MINOR STREET		LENGTH	AVERAGE OBSERVED CRASHES per year	PREDICTED CRASHES			EXPECTED CRASHES		
				NO BUILD	BUILD	NO BUILD	BUILD	(MI)		NO BUILD	BUILD	INCREASE	NO BUILD	BUILD	INCREASE
1	URBAN	4SG	Paseo Del Sol/ Airp	22,097	24,597	8,800	9,000		15	3.434	3.829	0.395	9.578	10.107	0.529
2	URBAN	3ST	Geo Ln/Airport	22,097	24,597	1,700	2,000		8	1.746	2.061	0.315	4.615	4.997	0.382
								TOTAL	23	5.18	5.89	0.71	14.193	15.104	0.911

EXHIBIT B3

GEO PARK SUBDIVISION

LYING AND BEING SITUATED WITHIN PROJECTED SECTION 12, T. 16 N., R. 8 E., N.M.P.M.,
CITY OF SANTA FE, NEW MEXICO

EXHIBIT B3



BOUNDARY DATA CHART

LINE	ARC	CHORD BEARING	RADIUS	DELTA	CHORD
C1	31.83'	N53°27'46"W	25.00'	72°57'16"	29.73'
C2	27.26'	S70°50'55"W	54.00'	28°55'24"	26.97'
C3	11.90'	S72°36'52"W	21.00'	32°27'24"	11.74'
L1	28.10'	N89°56'54"W			
C4	43.04'	N71°51'26"W	54.00'	45°39'54"	41.91'
C5	37.44'	N29°09'45"W	54.00'	39°43'31"	36.69'
L2	18.70'	N20°16'24"W			
C6	12.34'	N03°26'12"W	21.00'	33°40'25"	12.16'
C7	21.39'	N02°03'05"E	54.00'	22°42'00"	21.25'
C8	39.25'	S24°44'44"W	25.00'	89°57'44"	35.34'
C9	39.26'	N65°16'51"W	25.00'	89°59'07"	35.35'
L3	26.97'	N20°16'24"W			
L4	27.04'	N20°17'10"W			
C10	39.27'	N24°43'36"E	25.00'	90°00'00"	35.36'
C11	39.29'	S65°15'16"E	25.00'	90°02'16"	35.37'
C12	13.75'	N08°34'46"W	45.00'	17°30'26"	13.70'
L5	41.59'	N20°16'08"W			
L6	34.00'	N55°19'09"W			
C13	27.12'	N17°26'29"E	45.00'	34°32'04"	26.71'
C14	40.04'	N60°12'09"E	45.00'	50°59'17"	38.73'
C15	22.41'	N53°34'46"E	48.00'	26°45'08"	22.21'
C16	24.36'	N65°07'49"E	28.00'	49°51'15"	23.60'
L7	27.00'	S89°56'33"E			
C17	73.61'	S69°06'35"E	48.00'	87°52'11"	66.61'
C18	36.61'	S03°19'31"E	48.00'	43°41'56"	35.73'
C19	46.71'	N36°32'15"E	25.00'	107°02'46"	40.20'
C20	27.39'	S34°52'15"W	48.00'	32°41'37"	27.02'
C21	67.66'	N88°24'05"W	48.00'	80°45'44"	62.20'
L8	37.53'	N89°56'33"W			
C22	24.36'	N65°00'56"W	28.00'	49°51'15"	23.60'
C23	6.64'	N44°03'17"W	48.00'	7°55'55"	6.64'
C24	30.49'	S55°00'12"E	25.00'	69°52'21"	28.63'
L9	33.35'	S20°04'01"E			
C25	48.05'	S34°59'43"W	25.00'	110°07'28"	40.99'
L10	41.39'	N89°56'22"W			
C26	31.83'	N53°27'45"W	25.00'	72°57'14"	29.72'
C27	46.69'	N36°31'22"E	25.00'	107°01'00"	40.20'
L11	66.96'	S89°58'23"E			
L12	72.19'	N89°56'06"W			
L13	55.98'	N89°56'16"W			
L14	16.81'	N89°56'03"W			
L15	52.77'	N89°56'16"W			
L16	20.02'	N89°56'06"W			
L17	49.56'	N89°56'16"W			
L18	23.23'	N89°56'09"W			
L19	46.36'	N89°56'15"W			
L20	26.44'	N89°56'10"W			
L21	43.08'	S89°56'22"E			
C28	30.40'	S55°06'14"E	25.01'	69°39'40"	28.57'
L22	30.64'	N89°56'12"W			
C29	47.93'	S34°39'18"W	25.00'	109°51'00"	40.92'
L23	13.99'	N88°47'41"E			
L24	10.79'	S01°20'34"E			
L25	43.75'	N88°05'22"E			
L26	57.73'	N89°05'15"E			
L27	57.98'	N88°39'26"E			
L28	65.06'	N88°39'26"E			
L29	99.82'	N88°39'26"E			
L30	11.66'	S29°37'19"W			

LEGEND:

- FOUND MONUMENT AS NOTED
- CALCULATED POINT, NOT SET
- CONTROL MONUMENT SFC 1007
- UTILITY POLE
- ANCHOR GUY
- CHAINLINK FENCE
- E — AERIAL ELECTRIC LINE
- ADJOINER BOUNDARY
- AERIAL TELEPHONE LINE
- TELEPHONE JUNCTION BOX
- POLE BOLLARD
- WATER VALVE
- FIRE HYDRANT
- SANITARY SEWER MANHOLE
- WELL
- WELL HOUSE
- SPIGOT
- WIRE FENCE FALLING DOWN
- ABANDONED TELEPHONE JUNCTION BOX

INDEXING INFORMATION FOR COUNTY CLERK

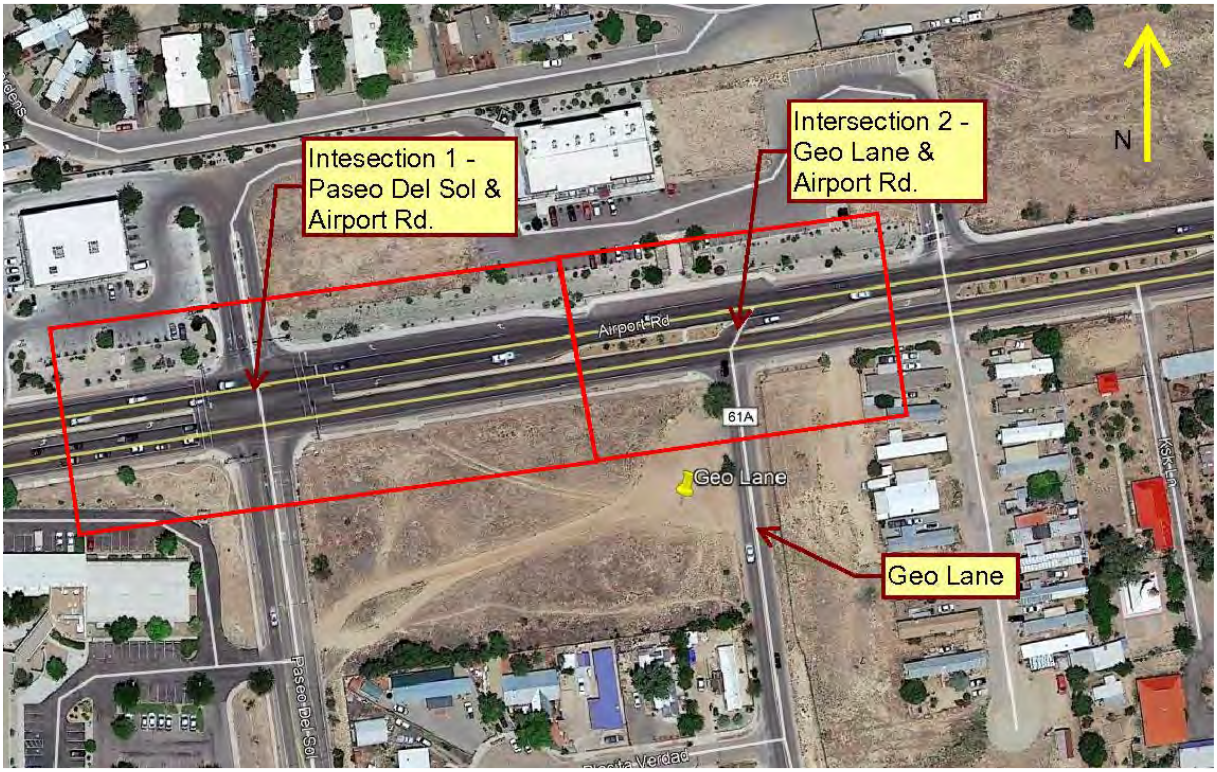
UPC:	1-048-095-388-368 & 1-048-095-397-338
OWNER:	LUIS OLIVAS, JOHN REEDER, & HASSAN SALAM
FILED:	INSTRUMENT #1873943
SUBDIVISION:	N/A
SECTIONS:	SECTION 12, T. 16 N., R. 8 E., N.M.P.M.

SOUTHWEST MOUNTAIN SURVEYS
1114 HICKOX ST., SANTA FE, N.M. 87501
(505) 982-9429 FAX (505) 986-3413

DATE (S): 8/4/19 | DRAWN BY: DKR | PROJECT No.: C-2922A

Crash Analysis

A traffic and safety analysis using HCS7 Highway Safety Software (HSS) was performed to assess the safety performance of one signalized intersection (Paseo Del Sol & Airport Rd.) and one unsignalized intersection (Geo Lane & Airport Rd.) in the study area for existing (No Build) and developed (Build) conditions. The intersections were located sequentially along the Airport Rd. corridor which is classified as regional principal arterial. The Paseo Del Sol & Airport Rd. intersection has adequate lighting and a combination of permissive and protected/permissive left-turn phasing, and medium to low pedestrian activity level. The Geo Lane intersection has only one light on the north side of the intersection, so no credit was given for lighting in the analysis. The map below illustrates the intersections and segments analyzed in each corridor.



The total number of observed crashes from 2016 through 2018 (inclusive) at each intersection and segments between intersections was provided by the New Mexico Department of Transportation, Traffic Safety Division (Traffic Records). The HSS *predicted crash frequency* is calculated using site-based crash frequency estimates at other similar sites and the predictive model found in Part C of the HSM. The HSS model calculates *expected crash frequency* using the Empirical Bayes (EB) methodology which adjusts the *predicted crash frequency* using the observed crash frequency at the site. So, when the observed crashes are higher than the predicted crashes, the expected crash frequency is also higher. A summary of the crash

frequencies for the "No Build" and "Build" Conditions is presented in the Crash Analysis Summary Table below. More detailed HSS results for the No Build and Build conditions are presented in the reports at the end of this document.

As shown in the Crash Analysis Summary Table, the impact on the crash rate due to the new development is minimal given that the crash rate at each analyzed intersection is increased by significantly less than one crash per year (about 0.69 crashes per year). A more notable concern is the total average number of observed crashes per year (10.0) for the intersections of Airport Rd. / Paseo Del Sol and Airport Rd. / Geo Lane, compared to the predicted crashes (5.199) and expected crashes (7.442) for existing (or NO BUILD) conditions. The historic crash rate is an indicator of issues **possibly** related to existing design and existing conditions and is not by any means a measure of the impact of this development on the adjacent transportation system. This higher observed crash rate indicates that there **may** be intersection design issues and / or regional driver characteristic issues that may need to be considered. The HSM modelling requires a regional adjustment factor which has not been applied in this case. The State of New Mexico (i.e., the NM DOT) has not determined regional adjustment factors. Neither has the City of Santa Fe.

It should be noted that the Highway Safety Manual is a relatively new and developing document (there is currently only a 1st Edition). The stated purpose of the Highway Safety Manual (Page xxiii of Volume 1) reads as follows:

> *The Highway Safety Manual (HSM) is a resource that provides safety knowledge and tools in a useful form to facilitate improved decision making. The HSM assembles currently available information and methodologies on measuring, estimating and evaluating roadways in terms of crash frequency (number of crashes per year) and crash severity (level of injuries due to crashes). The HSM presents tools and methodologies for consideration of "safely" across the range of highway activity: planning, programming, project development, construction, operations, and maintenance. The purpose is to convey present knowledge regarding highway safety information for use by a broad array of transportation professionals.*

The stated purpose above seems to lead the transportation professional to believe that the Highway Safety Manual can be a tool to forecast reliable crash frequency rates. However, there is subsequent language in the HSM that qualifies the data derived from the Manual. Following are some of the excerpts of the Highway Safety Manual that qualify the output:

> *C.8. LIMITATIONS OF THE HSM PREDICTIVE METHOD*
> *The predictive method is based on research using available data describing geometric and traffic characteristics of road systems in the United States. The predictive models incorporate the effects of many, but not all, geometric designs and traffic control features of potential interest. The absence of a factor from the predictive models does not necessarily mean that the factor has no effect on crash frequency; it may merely indicate*

that the effect is not fully known or has not been quantified at this time. (from Highway Safety Manual, 1st Edition, 2010, Volume 2, Page C-19)

12.8 CALIBRATION OF THE SPFS TO LOCAL CONDITIONS

… Crash frequencies, even for nominally similar roadway segments or intersections, can vary widely from one jurisdiction to another. Geographic regions differ markedly in climate, animal population, driver populations, crash reporting threshold, and crash reporting practices. These variations may result in some jurisdictions experiencing a different number of reported traffic crashes on urban and suburban arterial highways than others. Calibration factors are included in the methodology to allow highway agencies to adjust the SPF's to match actual local conditions. (from Highway Safety Manual, 1st Edition, 2010, Volume 2, Page 12-47; also see Volume 1, Page 3-23, 3.5.4 - Calibration)

… Calibration factors provide one method of incorporating local data to improve estimated crash frequencies for individual agencies or locations. (from Highway Safety Manual, 1st Edition, 2010, Volume 2, Page 12-47)

Expected average crash frequency – the estimate of long-term expected average crash frequency of a site, facility, or network under a given set of geometric conditions and traffic volumes (AADT) in a given period of years. In the Empiracal Bayes (EB) methodology, this frequency is calculated from observed crash frequency at the site and predicted crash frequency at the site based on crash frequency estimates at other similar sites.

Regression-to-the-Mean Bias

Crash frequencies naturally fluctuate up and down over time at any given site. As a result, a short-term average crash frequency may vary significantly from the long-term average crash frequency. The randomness of crash occurrence indicates that short-term crash frequencies alone are not a reliable estimator of long-term crash frequency. If a three-year period of crashes were to be used as a sample to estimate crash frequency, it would be difficult to know if this three-year period represents a high, average, or low crash frequency at the site compared to previous years.

When a period with a comparatively high crash frequency is observed, it is statistically probable that a lower crash frequency will be observed in the following period. This tendency is known as regression-to-the-mean (RTM), and also applies to the statistical probability that a comparatively low crash frequency period will be followed by a higher crash frequency period. (from Highway Safety Manual, 1st Edition, 2010, Volume 1, Page 4-8)

The preceding language seems to qualify that the crash rates obtained from the HSM should be considered as long-term average crash rates and that those crash rates can vary from one region

to the next based on various factors including climate and driver population. To adjust for such factors, calibration factors should be developed for each unique region to obtain more reliable results. Neither he City of Santa Fe nor the State of New Mexico have developed the calibration factors necessary to adjust the results obtained from the HSM to result in more reliable results.

Additionally, the HSM states that a short-term crash analysis (i.e., three-year study period) would be insufficient to provide reliable forecasts of crash data. It also states that a short period analysis showing a higher or lower rate than predicted would result in a Regression-to-the-Mean where the Study to be extended to cover a longer period of time. However, there seems to be no language in the HSM that states how long the study period should be.

A previous crash study (2014 Crash Analysis Report – Airport Road: Country Club Rd. to Cerrillos Rd.) seems to confirm the Regression-to-the Means concept in that the 2014 Report showed significantly less crashes than would be predicted. However, the data acquired for the 2014 Study was not well-defined in the study so was not utilized in this report. The study period for the 2014 report was also three years (2012 through 2014).

In conclusion, a reliable crash frequency analysis cannot be performed using the Highway Safety Manual procedures unless a longer period analysis is performed that takes into account a local calibration factor. Since a local calibration factor does not exist, this task is impossible at this time. However, it can be determined from the HSM analysis that the increase in the number of crashes as a result of the development of the Geo Lane Subdivision will be in the range of about ½ crashes per year (or about 1 crash every two years). Therefore, there is no significant impact on the adjacent transportation system.

Attached to this report are Collision Diagrams for the intersections of Airport Rd. / Paseo del Sol and Airport Rd. / Geo Lane. There are a couple of conclusions that can be derived from the two Collision Diagrams. First, there are a high frequency of rear-end collisions eastbound and westbound on Airport Rd. at the signalized intersection of Paseo Del Sol. There were 9 westbound rear-end collisions (one involved alcohol) and four eastbound read-end collisions. These are primarily due to driver inattentiveness. Secondly, there were 4 crashes that involved alcohol / drugs (one at Paseo Del Sol and 3 at Geo Lane). If the DWI crashes and the rear-end collision crashes were eliminated from the study, the number of crashes would be reduced substantially. (NOTE: Newer model vehicles often have crash alert systems which would tend to help reduce the number of rear-end collisions at signalized intersections. Thus, over time as more drivers drive the newer vehicles, these types of crashes should be reduced.)

CRASH ANALYSIS
Summary Table

TERRY O. BROWN, P.E.

Highway Safety Software Facility Report

Project Information
Analyst: J. Becker, P.E.
Date: 3/25/2020
Jurisdiction: City of Santa Fe
Analysis Year: 2022
Project Description: Geo Lane Park Subdivision

SECT. No.	FACILITY TYPE	MODEL TYPE	NAME	AADT MAJOR STREET		AADT MINOR STREET		AVERAGE OBSERVED CRASHES per year	PREDICTED CRASHES			EXPECTED CRASHES		
				NO BUILD	BUILD	NO BUILD	BUILD		NO BUILD	BUILD	INCREASE	NO BUILD	BUILD	INCREASE
1	URBAN	4SG	Paseo Del Sol/ Airport	22,097	24,597	8,800	9,000	7.7	3.453	3.829	0.376	5.522	5.806	0.284
2	URBAN	3ST	Geo Ln/Airport	22,097	24,597	1,700	2,000	2.3	1.746	2.061	0.315	1.92	2.07	0.15
								10.0	5.199	5.890	0.691	7.442	7.876	0.434

EXHIBIT B3

EXHIBIT B3

ITEM # 20-0260

City of Santa Fe
Planning Commission
Findings of Fact and Conclusions of Law

Case #2019-20
4000 and 4100 Geo Lane Rezoning

Owner's/Applicant's Name - Geo Park, LLC
Agent's Name - John Reeder

THIS MATTER came before the Planning Commission (Commission) for public hearing on June 4, 2020 (Hearing) upon the application (Application) of John Reeder as agent for Geo Park, LLC (Applicant).

The Application pertains to two properties located at 4000 and 4100 Geo Lane totaling approximately 8.59 acres (Property). The Applicant requests approval of a rezoning from R-1 (Residential-one dwelling unit per acre) to R-5 (Residential-five dwelling units per acre). At a hearing held concurrently with this hearing in related Case #2019-1520, the Applicant requested approval of a preliminary subdivision plat for a 42-lot residential subdivision (Project).

After conducting a public hearing and having heard from staff and all interested persons, the Commission hereby FINDS, as follows:

FINDINGS OF FACT

Background

1. On June 6, 2019, the Commission considered two applications for the Property, including a request to amend the General Plan by changing the future land use designation from Institutional to Low Density Residential (Case #2019-19) and a request to rezone the Property from R-1 (Residential-one dwelling unit per acre) to R-6 (Residential-six dwelling units per acre) (Case #2019-20).
2. On June 6, 2019, the Commission voted to recommend that the Governing Body grant the request to change the future land use designation for the Property from Institutional to Low Density Residential (Case #2019-19). The Governing Body has not yet considered the request to change the future land use designation.
3. On June 6, 2019, the Commission tabled consideration of the rezoning request to permit the Applicant to address concerns expressed by both Commissioners and members of the public about density and Project design.
4. The Applicant has since amended the rezoning request from R-6 (Residential-six dwelling units per acre) to R-5 (Residential-five dwelling units per acre) and has made other revisions to the Project to address the concerns that were raised.
5. On February 6, 2020, the Applicant returned to the Commission with an amended rezoning application, requesting to rezone the Property from R-1 (Residential-one dwelling unit per acre) to R-5 (Residential-five dwelling units per acre) (Case #2019-20). The Applicant also requested preliminary subdivision approval for 42 residential lots (Case #2020-1520).

6. At the hearing, the Commission discussed density, traffic generation, and traffic safety on Airport Road at length. In particular, westbound, left-turn queuing for Geo Lane was discussed at length.
7. At the hearing, the Commission again postponed a decision on the rezoning request and requested that the Applicant 1) provide more data on crash statistics on Airport Road, 2) seek approval from the City Traffic Engineer to modify the left turn bay for westbound left turns onto Geo Lane, and 3) clarify the validity of residential trip generation rates as they applied to the Project.

General

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. 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)]; and (c) compliance with notice and public hearing requirements [SFCC Section 14-3.1(H)-(I)].
10. Pre-application conferences were held on December 27, 2018 and December 9, 2019 in accordance with SFCC Section 14-3.l(E).
11. Pursuant to SFCC Section 14-3.1(H)(1), notice of the ENN meetings was properly given.
12. Pursuant to SFCC Section 14-3.1(F), two ENN meetings were held on the Application, on January 31, 2019, and November 6, 2019. The most recent ENN meeting was held at the Southside Library, 6599 Jaguar Drive, Santa Fe, New Mexico 87507. The ENN meeting was attended by the Applicant, one member of City staff, and four members of the public. Residents expressed concerns about traffic, pedestrian safety, manufactured homes, and general quality of life.
13. 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.
14. Staff recommended that the Commission should recommend that the Governing Body approve of the rezoning.

Rezoning

15. Pursuant to SFCC Sections 14-2.3(C)(7)(c) and 14-3.5(B)(1), the Commission has the authority to review and make recommendations to the Governing Body regarding rezonings.
16. Santa Fe City Code (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.
17. Pursuant to SFCC Section 14-3.5(A)(1)(d), 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.

18. 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.
19. Pursuant to SFCC Section14-3.5(C)(1)(a)(ii), the Commission finds that the rezoning is justified because the proposed density is consistent with surrounding residential neighborhood, additional housing would be more advantageous to the city than additional institutional land uses, and the rezoning is consistent with the Southwest Area Master Plan (SWAMP).
20. Pursuant to SFCC Section 14-3.5(C)(1)(b), the Commission finds that all the rezoning requirements of Chapter 14 have been met.
21. Pursuant to SFCC Section 14-3.5(C)(1)(c), the Commission finds that the proposed rezoning is consistent with the applicable policies of the general plan and the SWAMP. R-5 zoning is consistent with the recommended future land use map designation of Residential Low Density (3-7 dwelling units per acre).
22. Pursuant to SFCC Section 14-3.5(C)(1)(d), the Commission finds that the property is of sufficient size for rezoning, is located in an area that was annexed to provide for future growth, and that rezoning the property to accommodate residential infill is consistent with city policies regarding the provision of urban land sufficient to meet the growth needs of the city.
23. Pursuant to SFCC Section 14-3.5(C)(1)(e), the Commission finds that the existing and proposed infrastructure will be able to accommodate the impacts of the proposed development. Furthermore, the Applicant is making improvements to the westbound left-turn bay to improve left turn safety onto Geo Lane.
24. Pursuant to SFCC Section 14-3.5(C)(2)(a), the Commission finds that the proposed change in density will not result in a change in character inconsistent with the prevailing use and character of the area, and that the R-5 zoning is consistent with the surrounding density.
25. Pursuant to SFCC Section 14-3.5(C)(2)(b), the Commission finds that the proposed rezoning is permissible because it would not affect an area of less than two acres.
26. Pursuant to SFCC Section 14-3.5(C)(2)(c), the Commission finds that the proposed rezoning will not benefit one or a few landowners at the expense of the surrounding landowners or general public.
27. Pursuant to SFCC Section 14-3.5(D), the Commission finds that the proposed additional density can be accommodated by the existing and proposed road infrastructure.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Commission CONCLUDES as follows:

General

1. Pursuant to SFCC Section 14-3.1, all procedures regarding the pre-application conference, ENN meeting, and notice of public hearing requirements have been followed.

Rezoning

2. The Applicant has the right under the SFCC to propose the rezoning of the Property.

3. The Commission has the power and authority at law and under the Code to review the proposed rezoning of the Property and to make recommendations regarding the proposed rezoning to the Governing Body.
4. The Commission should recommend approval of proposed rezoning because all applicable code requirements and criteria for recommendation of approval of the proposed rezoning have been met.
5. The Applicant cannot obtain approval of a final subdivision plat or develop the Property at the proposed density unless and until the Governing Body has approved both the request to amend the General Plan by changing the future land use designation and the request for rezoning.

WHEREFORE, IT IS ORDERED ON THE 4th DAY OF JUNE 2020 BY THE PLANNING COMMISSION OF THE CITY OF SANTA FE:

That the Commission recommends that the Governing Body approve the Applicant's request for a rezoning.

John B. Hiatt
Chairperson

6/5/20
Date

FILED:

Yolanda Y. Vigil
City Clerk

6/8/20
Date

APPROVED AS TO FORM:

Sally A. Paez
Assistant City Attorney

June 4, 2020
Date

SUMMARY INDEX
PLANNING COMMISSION MINUTES
JUNE 4, 2020

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D. Approval of Minutes May 07, 2020	Approved	2
E. Old Business:		
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F. New Business		
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I. Adjournment	Adjourned at 10:06 pm	40

MINUTES OF THE CITY OF SANTA FE PLANNING COMMISSION
Thursday, June 4, 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 John B. (Jack) Hiatt, Chair
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
(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

Commissioner Faulkner asked for a moment of silence to recognize the life of George Floyd and acknowledge what is happening in the world. She asked that they reflect on the words in the Pledge of Allegiance and for people of the country and the Leadership to challenge each other and rise to the occasion, offer shelter to each other and a call to action when social injustice is present.

C. APPROVAL OF AGENDA

MOTION: Commissioner Hogan moved, seconded by Commissioner Faulkner, to approve the agenda, as presented.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Faulkner, Garcia, Gutierrez, Hogan, Lawrence and Sategna voting in favor and none voting against.

D. APPROVAL OF MINUTES AND FINDINGS/CONCLUSIONS

MINUTES: May 7, 2020

MOTION: Commissioner Faulkner moved, seconded by Commissioner Hogan to approve the Minutes of May 7, 2020 as presented.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Faulkner, Garcia, Gutierrez, Hogan, Lawrence and Sategna voting in favor and none voting against.

FINDINGS/CONCLUSIONS: None

E. OLD BUSINESS:

1. **Case # 2019-20. 4000 and 4100 Geo Lane Rezoning.** John Reeder, Agent, for GEO Park, LLC, Owner, requests a rezoning from R-1 (Residential- one dwelling unit per acre) to R-5 (Residential- five dwelling units per acre). The properties are located at 4000 and 4100 Geo Lane and total approximately 8.59 acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov , 955-6136). (POSTPONED FROM FEBRUARY 6, 2020)

2. **Case # 2019-1520. 4000 and 4100 Geo Lane Preliminary Subdivision.** John Reeder, Agent, for GEO Park, LLC, Owner, requests approval of a Preliminary Subdivision Plat for 42 single-family residential lots at 4000 and 4100 Geo Lane. The properties are zoned R-1 (Residential- one dwelling unit per acre) and total approximately +/-8.59 acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136). (POSTPONED FROM FEBRUARY 6, 2020)

Chair Hiatt said his intention is to focus only on the three traffic issues left over from the previous meeting that includes two traffic studies. The public comment will be limited to those three issues.

Staff Report

Mr. Lee Logston shared his screen and highlighted a few things from his staff report on the rezoning case and preliminary subdivision plat. The General Plan amendment originally received a positive recommendation by the Commission in June 2019. The applicant was asked to work on the rezoning request and the case was heard again in February 2020. The applicant revised the request for zoning to R-5, reduced the number of lots by 6 for a total of 42 and added a preliminary subdivision component.

The traffic issues were discussed considerably in February and the applicant was asked to do three things: collect more accident data to determine the dangerous intersections that would be impacted by traffic; follow up with the City Traffic Engineer John Romero on whether there could be more queuing for left turns onto Geo Lane; and validate the accuracy of the ITE trip generation rates.

Things that were changed in the application are that the applicant withdrew his park dedication and KSK Temple did not want the open space Mr. Reeder offered to dedicate. Instead KSK asked for a wall and a buffer of land and setback. The applicant accommodated that.

Staff recommends the Planning Commission recommend approval of both the rezoning and the preliminary subdivision plat, subject to rezoning. Four motions would be required.

Applicant's Presentation

John D. Reeder, 824 Gonzales Road, was sworn. He stated they revised the plan to try to accommodate various requests. They lowered density and accommodated the neighbors. As mentioned, they withdrew their offer to dedicate the park. Most of the discussion at the last meeting indicated it was not well received. The neighbors did not want a low maintenance park and the City Parks staff were not receptive to additional maintenance for a grass-type park. Instead all of the lots were made bigger and better.

In addition, the KSK Buddhist Center did not want open space. They were more concerned about privacy and the applicant has offered to build a wall. That is now shown on the proposed plat and there will be a 10-foot-wide strip where the property adjoins. In addition, there is a Code required setback of 10-15 feet.

Mr. Logston confirmed that the requirement is 15 feet.

Mr. Reeder added that will be a total of 25 feet from KSK's building and KSK is an agreement.

Chair Hiatt confirmed that Mr. Romero would be present to answer questions. He also thought helpful if Mr. Reeder had his traffic engineer available.

Mr. Reeder indicated he was prepared to respond to traffic inquiries. He said in February he was asked by Chairman Hiatt if two months was enough time. It has been four months and that wasn't quite enough, and the engineer did not get all the data to Mr. Romero until after the deadline. Mr. Romero now has the complete information.

The Commission packet references 23 crashes in one year which was not correct. The 23 crashes occurred at the intersection of Paseo del Sol and Airport Road over a *three-year* period. He apologized for the tardiness of the data. He said the reference has been corrected. The engineer's report indicates the left turn lane is not a problem and can be extended by 25 feet. That adds an additional car length to the queue making it a total of four cars. Although it shortens the complementary lane by one car length, it made sense to extend the queuing lane (westbound of Airport) onto Geo. The crash reports were very extensive with a number of crashes out of the 40+ that were not applicable. The intersection of Airport and Paseo del Sol had a total of 23 crashes; Geo Lane and Airport Road had seven, most were minor. Most crashes were due to driver inattention or following too close, four crashes due to not yielding, three single vehicle accidents, and one alcohol/drug involved accident. Three of the seven at Geo Lane and Airport Road were alcohol/drug related, two were following too close/driver inattention, and one was a pedestrian and failure to yield.

Chair Hiatt explained the process for the public hearing and that speakers would have three minutes to give their testimony. Comments were limited to the three issues and could include the changes to the park and KSK. Ms. Paez kept the time.

Public Hearing

Kim Shanahan, 51 Herrada Road, was sworn. He said John Reeder is a local developer who has bent over backwards and had expected a pat on the back when he brought the project to the Commission over a year ago. He was bringing home ownership with five lots per acre with twenty percent that was affordable. Mr. Shanahan reminded the Commission regarding the traffic issue, the Commission had also approved one of, if not the highest, density multi-family apartment projects in the City. It is about R-40 per acre and has 15% in affordable in rentals.

Mr. Shanahan said there was shock by everyone at the last Commission meeting when the Commission asked Mr. Reeder to spend more money on a traffic study that had essentially already had been completed. There have been no real changes other than adding one more car length on the left turn lane. It begs the question; can they just move this forward to the City Council. A vote is necessary tonight and if it is down, he thought Mr. Reeder should just take his chances with City Council. Mr. Shanahan said he hopes

the Commission will support a local developer trying to do what is best for his properties on the south side.

Debra Snyderman, 3810 KSK Lane, was sworn. She was in opposition to GEO Lane Park based on density of population and a concentration of poverty. Mayor Weber told her last summer that poverty around Airport Road is concentrated in trailer parks. The affordable housing development/trailer park on Buffalo Grass and Airport Road established 2 years ago, is a small-scale example of what Mr. Reeder is trying to create. She asked the Commission to come and see what has happened in that development. The community of five lots now has eight trailers on it. The two trailers behind her property are uninhabited and in a state of disrepair. The residents couldn't afford to connect to utilities. Geo Lane Park is a large-scale plan for another impoverished, densely populated neighborhood, within a larger community consisting of trailer parks, but many more modest, but well-kept homes.

She said Mr. Reeder had stated at the last meeting this would cost about $300,000 to establish the project. A modest, well-kept home can be purchased in Tierra Contenta for $300,000 that is in a well-designed neighborhood, has decent walking trails and the beautiful Southside Library. It has street options to get to and from your home without having to make U-turns. In this time of the Covid crisis and with no clear end in sight, and no school since mid-March or plan for them to reopen in the fall, why would Santa Fe approve another densely populated impoverished neighborhood. Everyone sees the latest development at Buffalo Grass and Airport Road that each lot has two manufactured/trailer homes on it and knows there is no way to stop that. Many health professionals believe there will be a second wave of Covid 19 in the fall. Crowded homes in crowded neighborhoods are a recipe for disaster for the virus. That may or may not concern the Commission, but she thought it would concern Governor Lujan-Grisham. Secondly she objects to the dangerous traffic and has concerns that adding 42 lots in the Geo Lane Park has the potential for 84-86 manufactured homes. She reminded the Commission that the property can only be entered/exited, one or the other, by a U-turn on Airport Road.

Patricia Padilla, 6274 Airport Road, Shalom Mobile Home Park was sworn. She said she owns the mobile home park. Her big concern is the traffic is unreal on Airport Road and the crime is usually from West Meadows. She heard the back area was going to be a church but was turned down. She thought the project is not right for the people that live in the area already and Mr. Reeder should take everything into consideration. There will be a lot more accidents on Airport Road and more crime in the southwest area. She hoped they would look hard at how people would be living, if this project is constructed.

Mr. Berke indicated Joshua Haggard wanted to speak and Ms. Snyderman had requested to speak again.

Joshua Haggard, Buffalo Grass Road, was sworn. He stood behind Ms. Snyderman's comments, which are also his concerns. He was glad that someone had asked the questions he wanted to ask.

Chair Hiatt said he was not inclined to open the discussion again to Ms. Snyderman. He asked if any of the Commissioners objected. There were no objections.

There were no other speakers and public comment was closed.

Commission Discussion

Chair Hiatt started with the left turn lane. He asked Commissioner Gutierrez, whom he thought seemed most concerned about the issue, if he was satisfied with the left turn lane now.

Commissioner Gutierrez replied it appeared staff, Mr. John Romero, and Mr. Reeder were in agreement to extend the left turn lane 25 feet and add one more car to the queue. He addressed Mr. Reeder about the approval obtained to reconfigure the curbing to the left-turn by 25 feet. He asked what *"The queuing analysis in this TIA indicated that it would contain the 95th percentile at this intersection"* means.

Mr. Reeder explained that meant that 95% of the time the queue of four cars would be adequate and a fifth car would not spill into traffic. That could happen during the heaviest traffic peak hours but that is a very good rating.

Chair Hiatt asked if Commissioner Gutierrez was satisfied with an extension of one car length.

Mr. Gutierrez said yes, it was an improvement.

Chair Hiatt read from the second report on page 2, *"The historic crash rate is an indicator of issues possibly related to existing design and existing conditions, not by any means a measure of the impact of this development on the adjacent transportation system. This higher observed crash rate indicates that there may be intersection design issues and/or regional driver characteristic issues that may need to be considered."*

Chair Hiatt said taking that, in addition to Mr. Reeder's testimony was that he took each of the crashes and divided them up. The number, 23, struck him at the beginning but reading this more and hearing from Mr. Reeder he was less concerned about that.

He added it also talked about the Highway Safety Manual and whether that should even be used as an analysis tool. He wanted to disregard that personally but it would be up to the Commission if they want to do that. He found it interesting reading through the report again, that the additional traffic from this development indicates Geo Lane

possibilities for additional accidents could be in the vicinity of .4 or .6 per year. He thought that sounded minimal.

Commissioner Garcia said the Commission focus has mostly been the three issues: intersection, traffic study and trip generation. The density in the area is R-12, toward the southwest and R-6 and then the community to the east is R-12. He thought with all the amenities for the property the density is high. He confirmed the Commission would vote to recommend to the Governing Body zoning go from R-1 to R-5.

He asked if possible even if the dwelling units were part of the HOA and there were covenants, for people to double up on the properties basically making it R10. He asked if anyone else was concerned this is 42 lots on the property that could potentially be doubled.

Mr. Logston asked to address the idea that R5 is crowded; it is a common zone in the City. Many of the neighborhoods, Casa Solana, Casa Allegre, Pueblo Allegre are R5 and Las Acequias is R7. He thought it incorrect to characterize R5 as crowded. If perhaps compared to R1, but how many R1s are there in the City. He pointed out in his staff report both in the last meeting and this one, he made it clear that Mr. Reeder agreed to put in the covenants that there could only be one home on each lot. There can be no casitas, or accessory dwelling units and that is well established.

He said the chatter on the Q&A is that there will be twice as many homes. That is not true in this case and Mr. Reeder committed to this. Another comment was that they were splitting hairs about the difference between a trailer and a manufactured home. The Federal Government regulates manufactured homes and Mr. Reeder is not allowed to prohibit them. For some people that is their only opportunity to own a home and as Mr. Shanahan noted, Mr. Reeder is providing an opportunity for people to buy lots. They assume everything will be a manufactured home. They don't know that. Mr. Reeder has been in touch with the Housing Trust and other entities to find other options, so the notion that there will be two manufactured homes on each lot is false.

Mr. Burke said returning to the original question, R5 is not that dense. Short of putting a covenant to regulate guest houses or doubling the density, Land Use looks at that differently. A guest house is different than a primary dwelling unit. The primary dwelling unit counts toward the density, guest houses don't. The developer offered to include that covenant and it is legally enforceable and part of the HOA. If guest houses started happening, the City cannot impose that covenant, however, property owners in an HOA can enforce private covenants.

He said there was chatter in the Q&A and Helen Chavez feels she wanted to speak but missed the window before. That would be up to the Chair and Commissioners if they want to open public comment back up.

Mr. Reeder commented on the guest house and referred Commissioners to page 98 in the packet of draft covenants. They state specifically that accessory dwelling units or guest houses will not be allowed on any of the lots. That language will be included on the plat and when the final plat is recorded, the covenants will be there for everyone to see. Any application for a permit will show that accessory dwelling units are prohibited. Mr. Reeder said everything possible was done to ensure that remains the case. They promised they would do that, and they have addressed it in this manner.

Chair Hiatt asked Mr. Berke about a question on the Q & A.

Mr. Berke explained Deborah Snyderman was saying she had a resident at her house who did not have access to speak, Helen Chavez.

Ms. Paez clarified further that Ms. Snyderman had a couple of people at her house who did not have access to the virtual meeting but would like to speak.

Chair Hiatt asked if the Commissioners objected hearing from the two. There were no objections.

Chair Hiatt opened the public hearing limiting it to the two requests.

Helen Ann Chavez, 214 Calle Lima, was sworn. She stated there was a horrific single car accident on May 26th where people died. Also, the school is out and the kids from West Meadows are using Geo Lane to ride their bicycles up and down, and after 2 a.m. cars are drag racing on Geo Lane.

She said she would like to ask Mr. Reeder some questions. She was told by Chair Hiatt to address the questions to him and he would ask Mr. Reeder.

Ms. Chavez said Geo Lane is pitch dark from one end to the other and has no lights. With the Covid, this is congesting more people together; children together, and the Governor wants them to distance and wear masks. And when construction starts Geo Lane and Buffalo Grass will have large trucks and tractors. She said she couldn't understand from Mr. Reeder; he started with homes and the second letter was a package deal. Now she guessed it is mobile home lots. She added she is really worried about Covid because they will get a second wave. She knows because she is in the medical field. She said we do not need another mobile home park, they have too many back to back. West Meadows is huge, and it is not fair that West Meadows gets all the impact.

Daryl McCown, 6077 Quatro Vientos Road, was sworn. He indicated his biggest concern is the traffic, which is very complicated. When he leaves in the morning for work he has to go west when he needs to go east. There are accidents even at 6 a.m. at Paseo del Sol even when school is not in session. When turning into the turn lane four cars will fit, but the last car sticks out into the middle lane of Airport Road. He is concerned

about the lack of lighting and the kids playing on Airport Road. Bringing in all of those mobile homes will impact the traffic flow by at least two people per residence. That could be 80 or 90 more cars per day. He is concerned about the development and the affordability. The lots are too expensive to be called affordable. And he never makes a U-turn there, he has tried, and it is not safe, and he never goes west to make a U-turn. There are just too many accidents.

Chair Hiatt closed the public hearing at this time.

Commissioner Faulkner said the Commission has discussed and leans heavily on the effectiveness of HOAs to prevent concerns becoming realities. The covenants are only as good as the HOA and that the HOA will somehow protect this from becoming R10 is not comforting. More probable is that the HOA could decide at some point it is okay to have auxiliary dwellings. She understands that is the only recourse for the developer to address people's concerns, but the developer has no control over what the HOA's do once the developer is done.

Secondly, Mr. Shanahan mentioned the Commission had approved a dense apartment complex on South Meadows. Had she been allowed to vote on that, she would have been consistent. She is consistent that density on Airport Road has to be slowed, not continued or increased. A primary concern is that there are not enough amenities for the existing population, including access to healthy food. In addition, the City, State, County and Federal Government are all facing budgetary issues. They don't have enough resources now and will be facing a decrease in resources. She said they should pump the brakes. She assured them she would have voted against the apartment complex, just like she votes against more density on Airport Road.

Vice Chair Hogan said there is another option besides covenants, there is a deed restriction and the owner of the property can do that. A deed restriction runs with the property and does not have to rely on a covenant.

He addressed Mr. Logston and said an expectation is that housing on the opposite side of Jaramillo Lane is indicative of what people would see with this project. He was curious if the mobile homes, etc. on Jaramillo was an approved development. He asked for staff to clarify what they see to the south.

Mr. Logston said he understood the property to the south is non-conforming as to density and has been for a long time. He said he would be clear that the Commissioners and residents are what will prevent this from being another Buffalo Grass Circle. The covenant also states that homes can be no older than five years from the date the lot is purchased. An old manufactured home would not be permitted.

Mr. Berke explained the area was annexed from the County and some development to the south may have been approved by the County Planning Board. The

City and County agreed in the annexation agreement to take any existing developments, including existing nonconforming developments. Today it would have to meet City Code and manufactured homes would have to be 1976 or newer, and mobile homes would not be allowed without a special use permit.

Commissioner Hogan asked to confirm that there would be no reason someone should expect that what they see on Jaramillo Circle will be in the Geo Park development.

Mr. Logston said he understood that fear, but that simply cannot happen. He pointed out that West Meadows is R5 and R6 and saying Geo Lane will be too crowded; is next door too crowded.

Mr. Berke noted when the City annexed the County land they awarded density to areas as it was built the best they could. A lot of zoning was the County's and if built at R12, that was the density awarded. The applicant is not requesting R12 zoning, and they could not build R12 density.

Commissioner Hogan asked John Romero to weigh in on Airport Road as well as the intersection at Geo Lane.

Traffic Engineer John Romero said he met yesterday with the project traffic engineer and discussed the traffic study provided. The crash reports show seven crashes according to the study and only four in that period pertained to that intersection. Two crashes were rear ends caused by a queuing traffic from the Cielo signal. One was a DWI in the vicinity of the area that did not involve the intersection.

He discussed with the traffic engineer that he wanted to compare the predictive crashes at that intersection based on national empirical data provided by the Highway Safety Manual, with the actual crashes. The study showed predictive crashes at the intersection should be 2.3 crashes a year. There were four crashes there over a three-year period, or 1.3 per year. Geo Lane has a lower crash rate.

Mr. Romero said although they didn't ask about Paseo del Sol, it is related. There is a large perception that U-turns as they relate to adding crashes, are a problem at Airport Road. The studies done have not shown that to be true. He has provided the Commission with crash analysis before and after controlled access for Airport Road. The analysis shows a significant increase in safety and a significant reduction in crashes. The analysis shows the majority of crashes at Paseo del Sol were rear end crashes.

He asked the traffic engineer to compare the predictive crashes versus actual for both intersections. The rear end crashes are typically less severe, and he saw no indication of a crash problem at these two intersections caused by U-turns. The rear end crashes are mostly people in a hurry. They completed a timing plan analysis for all of Airport Road corridor and are currently entering the data into their controlled signals.

They hope to have that running in the next couple of weeks. The model shows it will have a positive impact on traffic flow. He thought it will reduce rear end crashes.

Mr. Romero said regarding the 95% queue. Mr. Reeder did a good job defining it and it is the industry standard of how they estimate it. It is the calculation method and not that 5% of the planned traffic will queue past the turn lane. The existing lane can maintain the existing 95% queue. They are adding one more car to the queue and that intersection should not have any issues of cars queuing into Airport Road. He substantiated that in his discussion with the traffic engineer.

When they do counts at the intersection they use camera style equipment and he watched the videos used to do the counts. Never at any point was the intersection close to queuing up into Airport Road. One main reason is because a signal downstream meters the traffic and provides sufficient gaps to make left turns.

Commissioner Hogan said in regard to the additional traffic generated by the project the added queue lane seemed to be an appropriate response. He thought it also would benefit others using Geo Lane, not just people coming out of the development.

Mr. Romero agreed. In addition to giving more room in the event there is a large influx of traffic, it also provides an additional area for people to get off the road. They don't have to slow down completely in the through lane so it will definitely have a positive effect.

Commissioner Hogan added and could reduce some of the rear end crashes.

He noted that the housing opportunity is also a significant issue in this case. They need housing and housing that is affordable. He thought this project filled an important void.

Commissioner Hogan asked staff to comment on the niche the project is filling.

Alexandra Ladd, with City Housing said this project could be classified as naturally occurring, affordable housing, meaning it is a response to a market demand. It is creating product to meet the demand at moderately priced housing. They continually try to find ways to make that more possible. Given the high cost of land, labor and materials and an arduous land use approval process, expense for water, etc., the developers have no incentive not to maximize the value with the building. They take a lot of risks and want to be sure they get something out of it. She said seeing a project that is not maximizing value but is trying to respond to a specific need in market, is always good.

Commissioner Clow said she has stated before the need for affordable housing. Twenty percent of this project is affordable housing and the whole project is more affordable than a lot of other housing in the City. They meet the criteria in terms of zoning and traffic safety. And the developer has painfully addressed issues raised by neighbors

and the concerns of the Planning Commission. There have been a lot of concessions and all of the criteria has been met. She thought it would be difficult to vote against the project based on the need of the City and that the criteria have been met. The applicant has agreed ancillary buildings/guesthouses would not be allowed, which is significant and that it could be put on the plat. As Vice Chair Hogan mentioned, it could also be a deed restriction. Commissioner Clow said she is in favor of the project and thought it should move forward.

Commissioner Faulkner said she would reflect on the decisions made by the Commission in other districts related to housing. In one case a family wanted to divide a one-acre lot into 4 and it was considered too much, and that district had nowhere near the same density as this district. Density along Airport Road is a lot and it is a food desert. And now the park that was proposed has been taken from the community. She was not thrilled that the neighbors of the proposed development requested removing the park from the development. Especially a development with children in it and that is targeting families. She said everyone thinks it is fine to build, build, build but they need to think holistically, not reactionary.

Commissioner Faulkner said she is most bothered that when the Commission is looking at cases they take them out of the context of the area that the development will happen. They just added a 250-apartment complex 1/4 of a mile away and the Commission green lighted multiple developments along Airport Road. But they have never received an answer on the amount of traffic that will be generated by a total of all the proposed projects. And the total amount of draw all of those will have on resources at the end of their build-out.

She said she would not be comfortable with a development on Airport Road until she gets that answer from staff. There are not enough resources to manage the population they have and in the next 2-5 years they will be facing a resource shortage. This community is a lot of affordable and a lot of middle class and will be one of the primary communities to draw on resources. She said to rubberstamp anything that comes across their decision-making process because it met conditions; the conditions are wrong. The Commission has already allowed certain parts of the City to become overpopulated given the amenities available. That there is already this kind of zoning, and a higher zoning around the proposed development, is a detriment to the developer. She didn't see this as a positive. It is one more reason not to support it, it is already too dense.

Commissioner Gutierrez asked Mr. Reeder if he would be willing to put a deed restriction on the plat regarding accessory dwelling units not being allowed.

Mr. Reeder said he was not familiar with the legal details, but his intent is not to allow accessory dwelling units and if the deed restriction helps, he is definitely willing. he will include it as a covenant in architectural standards on the plat so anyone pulling a permit will see it there. He offered to do anything else needed because that is his intent.

Commissioner Gutierrez asked if his intention was to place homes, or if he would sell lots, or do a combination.

Mr. Reeder said it would be a combination of both. "Trailer park" continues to come up but they are not proposing a trailer park. They are proposing detached, single family homes, some of which may be manufactured but will be anchored to a permanent masonry foundation and finished to match the unit's finish. Skirting will not be allowed and that is also in the covenant. The intent is to create a nice subdivision and more upscale than what is surrounding now. They want to provide opportunity for home ownership with pride of homeownership in an area people want to live in and can be proud to live in.

Commissioner Gutierrez asked Ms. Paez if a deed restriction is placed, would that give the City more legal authority to avoid a second home being put on the lot.

Ms. Paez said a deed restriction is on equal footing with private covenants, but it cannot be amended the same. The City cannot enforce deed restrictions because they are a private restriction, the restriction would have to be enforced by the neighbors.

She thought a cross reference could be added to the covenants on the plat and that would alert the City to the restriction. But there is a legal right under the Zoning Code to have an accessory dwelling unit. The City has discretion to honor private agreements when issuing permits, but they usually don't. The more evidence of a valid restriction like that, the more likely employees will take it to heart and not issue a permit. But, typically, they do leave those to other private parties to enforce.

Mr. Berke added that an applicant applying for a building permit has to sign at the bottom they are complying with all City regulations, and provided all information needed to obtain a permit. The property owner could appeal the permit if a deed restriction or covenant on the property isn't followed. The City could possibly deny a permit if a deed restriction prohibits a second unit on the property.

Commissioner Gutierrez asked Ms. Ladd how it works for Mr. Reeder to sell lots or homes.

Ms. Ladd explained the inclusionary zoning program has a lot price and 20% has to be sold in an affordable price range. They are the same three price ranges and the lot is estimated to be sold at about one third the price of the finished house.

Commissioner Gutierrez asked if there is a method to determine what the 20% would be if 21 of the lots are a complete buildout and 21 lots are without.

Ms. Ladd said the obligation transfers with the title and the agreement is recorded. When the new owner takes over the property they are bound to the same conditions as the original owner unless all of the conditions have been frontloaded and satisfied.

Commissioner Gutierrez indicated the packets include improvements and sidewalks up to Airport Road. He asked if Mr. Reeder was willing to do that on both Geo Lane and Buffalo Grass.

Mr. Reeder said that had been promised since the beginning and they are still willing to do that.

Commissioner Gutierrez wanted to discuss the zoning change they were tasked with because it mentioned repeatedly in the packet that this is to recommend a low density residential. He asked Mr. Logston what low density residential means.

Mr. Logston explained it encompasses a range from three to seven units an acre.

Commissioner Gutierrez asked when this changed from institutional to low density residential if there was a commitment to what zone the residential should be.

Mr. Logston said he has the minutes available, but to his recollection the Commission did not suggest a specific number range. The original R6 was too dense.

Commissioner Garcia yielded but said he will have more questions later.

Chair Hiatt asked Mr. Berke if there are other Q&As.

Mr. Berke said there are but are not really questions. They are comments.

Chair Hiatt said he wasn't sure whether to dismiss those. He asked Mr. Burke about who presented them.

Mr. Berke said all are people who had already spoken that were trying to provide additional comment. He added they do not erase the comments.

Chair Hiatt asked if the Commission objected to just including the comments into the record as additional comments received beyond the time period.

Commissioner Faulkner said for philosophical purposes, this could be an opportunity to hear them, with the new technology. On the other hand, if they were in Chambers that would not be allowed.

Commissioner Gutierrez said he didn't object but wanted to know if he could get answers to the questions without a problem.

Chair Hiatt replied if it was to that level and his curiosity was piqued and the questions were left in the record. Commissioner Gutierrez could have a staff member or Mr. Reeder answer.

Commissioner Garcia said he did not object to the Chair's ruling.

Chair Hiatt said he would let his ruling stand. The Commission will not hear the comments. The public had three minutes to comment and this is the way the Commission conducts the meeting when in person and appears to be the process they should operate under now.

Ms. Paez agreed the Commission should appear as close to possible to the normal public hearing process. She indicated the Q&A function is most helpful to overcome procedural hurdles for technical difficulties, etc.

Chair Hiatt returned to questions and answers from the Commissioners.

Commissioner Gutierrez confirmed after the motion there would be discussion.

MOTION: In Case # 2019-20. 4000 and 4100 Geo Lane Rezoning, Commissioner Garcia moved, seconded by Commissioner Faulkner to recommend approval to the Governing Body for R3 rezoning and that accessory dwelling units be prohibited.

Commissioner Garcia said he appreciated Mr. Reeder and his colleagues and the work they have done. He explained he had asked for R3 zoning because of the density of this project in addition to Country Club Gardens across the street, South Meadows and the two communities in the front and back.

Chair Hiatt asked Mr. Reeder if this project would be financially viable if R3 density was approved by the Commission and City Council.

Mr. Reeder replied it would not be at that density. The houses or lots would be priced out of the market for the area and R3 would not work.

Ms. Paez said staff's recommendation is to recommend R5 zoning with no accessory dwellings.

Chair Hiatt said he understood that was staff's recommendation.

Commissioner Garcia said the Commission had discussed and concluded people could buy a lot and petition the City to add a dwelling. He thought

that would be very possible to do and once the HOA and the covenants go away, people would do that. He called the question.

Chair Hiatt said he wanted to comment. He said the Commission is betting on the future, both in terms of how many people are going to live on Airport Road and increase traffic and any other issues there may be. They shouldn't be betting on whether an HOA can make it or not. Every HOA is dependent on the people in it who participate and whether it is aggressive or not.

Chair Hiatt said he also thought to petition the City was not the way it works. Someone may try to get a permit, but every staff member said they are not likely to receive one. The restriction will be noted on the plat and Mr. Berke had commented that they are affirming on the documentation that they are bringing in all relevant information.

He agreed the Commission should vote.

Commissioner Faulkner argued that evidence shows that HOAs don't hold and they could also decide to do something outside the original covenant. She indicated that has happened all over the south side.

She said she heard from Ms. Paez that staff doesn't by process prohibit permits based on covenants. This is very predictable and there is evidence to show this is a likely outcome; at least 60% likely. She thought it wouldn't be hard to convince anyone to put multiple dwellings on their property if big enough and it helped pay their mortgage.

Commissioner Faulkner said her neighborhood has covenants that say you cannot do that, however many of them are currently considering it. She said as they get close to retirement age it would fast-track their mortgages by renting their detached garages. From her experience that happens, there is evidence it can happen, and it is likely it will happen. Especially when resources are limited, and populations have limited access to resources. They will find a way to make it work for their family. That is one of her concerns.

Ms. Paez noted that in addition to an HOA, individual neighbors have a right to enforce the private deed restrictions and would be an advantage to only having it in a covenant. The City and the Planning Commission have discretion to consider private covenants etc. into agreement when making decisions when approving something the City is not obligated to approve. The City will put itself in the position of being challenged by the owner if they

enforce a private restriction that isn't valid. If they have a lot of evidence that it is a valid restriction for a lot, they are more likely to abide by that.

Commissioner Gutierrez said after listening to Ms. Paez it strengthened his belief that there does need to be a deed restriction in addition to the HOA. He asked Mr. Reeder the breakdown of reasons why R3 wasn't viable.

Mr. Reeder said originally they set out to do not just the affordable units required with the goal to make every unit relatively affordable. That is why initially they requested R6 zoning. They reduced the request to R5 because it will still work although, barely. The less dense they get the less realistic the project becomes, and units have to be priced much higher. Anything under R5 would be out of the affordable category. There is R12 to the north and south and R6 to the west, and the prospect of luring home buyers to pay higher prices for that area is just not realistic.

Commissioner Gutierrez addressed Ms. Ladd and said they talked about density bonuses. He asked if this project qualifies with R3 - R7 zoning.

Mr. Reeder said they would qualify but the applicant waived that request and has not asked to receive it.

Ms. Ladd said the project is entitled to incentives because it has complied with the program. But the density bonus incentive needs to be optional; it is not always given. It can only be provided if all other Land Use Code restrictions can be met.

Commissioner Gutierrez asked at the R3-R7 zonings, what bonus the applicant would receive.

Ms. Ladd said 15% would be added to the base zoning to get the allowable zoning.

Director Isaacson asked to follow up on the questions raised on the accessory dwelling/guest houses. His experience as the former building permits manager might be helpful. New tools are at their disposal with the InterGov Permitting system in place. They can identify properties and put alerts/notifications etc. on certain properties alerting staff to covenants or deed restrictions in place.

They can safeguard issuing a permit in error for an additional guest house in this area. The system allows them to no longer have to rely on staff's memory or doing a paper chase through agreements and deed restrictions. Parcels with restrictions can be identified so that anyone reviewing the

permit application knows exactly what restrictions are placed. If the Commission wanted and the applicant agreed, they could ensure the guest houses would not be allowed.

Commissioner Faulkner asked Mr. Reeder the price point difference between an R3 and R5 per lot.

Mr. Reeder replied it is 30-35% difference. A $300,000 house becomes a $400,000 house, or more.

Chair Hiatt proceeded to the vote reminding the Commissioners a vote in the affirmative is to recommend to Council the R3 rezoning.

VOTE: The motion failed by majority roll call vote with Commissioners Clow, Hogan, Lawrence, Sategna and Gutierrez voting against and Commissioners Faulkner and Garcia voting in favor.

Commissioner Gutierrez noted they didn't discuss if conditions such as deed restrictions were needed and how the applicant would handle the sidewalk from the end of the development to Airport Road. He asked if that should be done before the vote.

Chair Hiatt explained this is simply a vote on rezoning.

Commissioner Gutierrez voted no for that reason.

MOTION: Case #2019-20. 4000 and 4100 Geo Lane Rezoning, Commissioner Clow moved, seconded by Commissioner Hogan to recommend to the Governing Body to approve the rezoning request from R1 to R5.

Commissioner Faulkner asked if they could settle on R4.

Chairman Hiatt explained the vote is for R5 and she could try to amend to R4. He recommended they vote on R5 and take up R4 if it fails.

Commissioner Faulkner offered R4 zoning as a friendly amendment.

Commissioner Clow said she did not accept the amendment as friendly.

Ms. Paez suggested voting on the motion on the table that has a second.

Commissioner Sategna said he understood their emotions were high regarding the concerns on the level of density in the area and the amount of resources. However, he had serious concerns about trying to force an

applicant who has crunched the numbers to drop from R5, or to negotiate towards the end to make a recommendation to the Governing Body, without considering the viability of the profit for the applicant.

Secondly he expressed concern for trying to use tactics and enforce covenants on plats or imply deed restrictions, especially when emotions are running high. He was worried about setting a precedent of trying to modify or make a decision. He didn't believe that while some Commissioners might disagree with what is on the table for a vote, that was the best way. To make changes right at the end. When discussing the rezoning and honoring the original zoning is the time to discuss if they should change it to residential.

Commissioner Sategna said as this stands, this is zoned for residential and the request is just for an increase in residential to provide housing.

VOTE: The motion was approved by majority roll call vote with Commissioners Clow, Hogan, Gutierrez, Lawrence and Sategna voting in favor and Commissioners Faulkner and Garcia voting in against.

Commissioner Faulkner explained her vote had nothing to do with the applicant's development and was more a principal about the area and the challenges of the area. She thanked everyone for the debate because that is necessary for the Commission to do their job.

Commissioner Garcia said his vote was as Commissioner Faulkner stated, nothing against the applicant and the developer. The issue is just the area. He said he appreciated their hard work.

Commissioner Gutierrez said like Commissioners Garcia and Faulkner he doesn't represent District 3 and they have voted no. They probably know something more than the rest. He hoped by the time this goes to Council the issues will be resolved. He responded to Commissioner Sategna and said his emotions are neutral. He is just trying to do what is best.

MOTION: In Case # 2019-1520. 4000 and 4100 Geo Lane Preliminary Subdivision, Commissioner Clow moved, seconded by Commissioner Gutierrez to approve the preliminary subdivision subject to rezoning approval by the Governing Body with the conditions of approval and technical corrections as outlined in the report; and based on the agreement of the applicant that he will allow a deed restriction and for the project's covenants to contain restrictions that prohibit ancillary guest units. And, in addition, the applicant agrees as part of the covenant's provisions to the age, type and foundation requirements for manufactured homes.

Chair Hiatt asked if the motion could also include the agreements by the applicant for the sidewalks out to Airport Road.

Commissioner Clow agreed to the amendment and thought that was already part of the conditions of approval.

VOTE: The motion was approved by unanimous roll call vote with Commissioners Clow, Faulkner, Garcia, Gutierrez, Hogan, Lawrence and Sategna voting in favor and none voting against.

Commissioner Faulkner explained her vote. Since they couldn't find zoning that met the concerns of Commissioner Garcia and herself, adding these additions to the approval is a step in the direction to protect the community.

Commissioner Garcia said his vote was in favor as long as accessory dwelling units are not allowed and the property is developed in the proper manner and good for the community.

MOTION: In Case # 2019-20, 4000 and 4100 Geo Lane Findings of Fact and Conclusions of Law, Commissioner Clow moved, seconded by Commissioner Faulkner to approve the Findings of Fact and Conclusions of Law rezoning in Exhibit A2.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Faulkner, Hogan, Garcia, Gutierrez, Lawrence and Sategna voting in favor and none voting against.

MOTION: In Case # 2019-1520. 4000 and 4100 Geo Lane Finds of Fact and Conclusions of Law, Commissioner Clow moved, seconded by Commissioner Faulkner to approve the Findings of Fact and Conclusions of Law on the preliminary subdivision with the additions of the deed restrictions and the covenants that no ancillary guest units be allowed, and that the applicant agrees to those restrictions, and that the applicant agrees with the relationship to the age, type, and foundation of the manufactured homes and relationship to the sidewalk extension.

VOTE: The motion was approved by unanimous roll call vote with Commissioners Clow, Faulkner, Hogan, Garcia, Gutierrez, Lawrence and Sategna voting in favor and none voting against.

Chair Hiatt thanked the Commissioners, especially those from District 3. He understands their points of view and shares their concerns over density, traffic, the food desert and the variety of other issues they righteously raised. Part of the problem is the

Commission doesn't have the wherewithal by Statute or Ordinance or resources to try and change those things at the Planning Commission level. However, he does agree those are issues the City Council needs to address, and he hopes they do.

Secondly, he thought everyone was aware that the City is projecting a 100 million dollar loss in the budget due to the economic collapse after the pandemic. For that reason, he didn't feel the Commission could look at the City for much in the future. But, that shouldn't necessarily change how they approach cases. He thought they need to rely on the Ordinance until City Council considers these issues and tells them to stop approving and provides the Commission with more direction.

He said he appreciated the Commissioners who raised the issues. He said he also appreciated Mr. Reeder and he thanked him for his effort over this year and the effort which will come after this and for his perseverance with the Commission. He wished Mr. Reeder the best on the project.

Mr. Reeder thanked Chairman Hiatt and the Commission for their perseverance with him to get the project over the hump. They look forward to creating a project that everyone can be proud of.

Chair Hiatt replied the Commission looks forward to that as well.

F. NEW BUSINESS

1. **Case #2020-1936. Sangre Azul, Preliminary Subdivision Plat.** Oralynn Guerrerortiz of Design Enginuity, Agent, for Roddy & Sherry Leeder, Owner, request preliminary subdivision plat approval for 23 residential lots on approximately 4.04 acres of vacant land. The Agent is also requesting approval to build gravel roads meeting private lane standards pursuant to Subsection 14-9.2(C)(7). The property is zoned R-5 (Residential- five dwelling units per acre) and is located at 2670 and 2690 Kates Way. (Donna Wynant, AICP, Case Manager, djwynant@santafenm.gov, 955-6325)

Commissioner Clow recused herself due to a conflict of interest. Mr. Berke offered to email her when it was okay for her to return to the meeting.

Staff Report

Ms. Wynant said the agent is requesting a subdivision plat approval of 23 residential lots on 4.04 acres. The agent also request approval to build gravel roads, i.e., private lane standard roads, per code. The property is zoned R5, residential dwelling units of five per acre.

policy focus things coming up on the agenda. Also, they are looking at having at least two meetings a month through July and possibly through August.

Commissioner Gutierrez said if Covid has an effect and things start slowing down, and there is a slowdown in Land Use workload, the Director could report to them on policy status. Then the Commission could focus on a policymaking plan and making decisions. In the meantime, they will just go with what they have.

Commissioner Sategna asked staff what Commissioners could do to support them.

Director Isaacson answered that advocating for the Land Use Department is important. He never passes up an opportunity to tell people how their workload has not decreased since Covid. The construction industry has been working steadily and is an important part of their economy. And the work of the Planning Commission turns into work they do with building permits that eventually happen in the field with the contractors. This is part and parcel to an important part of Santa Fe and vitality to the community. The more that can be stressed, the better off they will be with budgets, staff, and hours, etc.

Commissioner Faulkner asked if they could submit a letter to City Council.

Director Isaacson said yes, everyone could talk to their respective Councilors and let them know the type of work being done at the meetings and that the pipeline is full. They are approving apartment buildings and subdivisions, and large-scale projects. Those bring a lot of revenue to the City via taxes or permit fees, etc. etc. Anything they could do to advocate for the work they do is good.

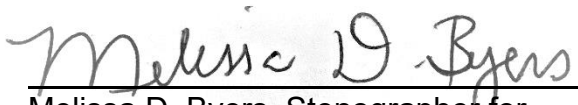
Chair Hiatt said he designated Commissioner Faulkner to draft that.

He said he would end on a positive note as the president of Tierra Contenta Board of Directors and the vice president of the Housing Trust. They were concerned whether people who got houses and mortgages through them were going to be able to sustain those. He said they were surprised to find that a significant number of people who received their mortgages through them are actually refinancing. The education they did to prepare homeowners before giving those mortgages paid off. These people did not have that kind of education when they started and were trained to look for opportunities. They realized that mortgage rates are at the lowest point since World War II and are refinancing and paying off their mortgages. He said he didn't expect that, and is really pleased.

I. ADJOURNMENT

There being no further business before the Planning Commission, Chair Hiatt adjourned the meeting at 10:06 p.m.

Submitted by:



Melissa D. Byers, Stenographer for
Byers Organizational Support Services

Approved by:

John B. Hiatt, Chair

From: Debra Snyderman <santafedebra@gmail.com>
Sent: Thursday, July 23, 2020 1:40 PM
To: Debra Snyderman
Cc: Mayors Office
Subject: Geo Park

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 Members of City Council:

This meeting is my last chance to try and impact the proposed development of Geo Park off of Airport Road between Buffalo Grass Road and Geo Lane. I live on KSK Lane which is off of Airport Road between these 2 streets. This is where the Tibetan Buddhist Temple is located. I have lived here since buying my little adobe house on a 1/3 of an acre in 1988. So much of my life has happened here. I love my home but no longer love this neighborhood. My biggest issue is noise.

My opposition to Geo Park is based on the following concerns:

1. Density of population / concentration of poverty

In discussions with Mayor Webber last summer 2019 regarding concerns for my neighborhood, he told me the poverty around Airport Road is concentrated in Trailer Parks. In 2018, a Trailer "Park" (but worse because people own the land) was "developed" on Airport and Buffalo Grass Road, part of it directly behind my house. (For 30 years there was nothing but an interesting little sculpture garden there.) The A and BG Roads community consists of 5 lots and it now has 8 trailers on it. You can count on a minimum of 2 vehicles per trailer. At one of the hearings on Geo Park, some of the city commissioners apologized for the "Mistake" that became the "development" at A and BG Roads. This is a small scale example of what I believe Mr. Reeder is going to create with 42 lots.

After 3 Zoning Commission hearings in the course of a year, Geo Park was approved with R5 zoning on June 4, 2020. The 2 southside commissioners strongly opposed the R5 zoning (they requested R3.) Mr. Reeder said that he will limit each lot to 1 "manufactured home" and that the city could deny permits for the additional structure. Tell me who will request a permit for the 2nd "manufactured home" on their land and who will do something about it when that 2nd structure appears? Mr. Reeder also talked about an HOA but we learned from some of the city commissioners that HOA's can fall apart at any time and it takes money to pay for an attorney to enforce any regulations. 42 lots have the potential to become 84 "manufactured homes." Unfortunately, the commissioners who do not live on the southside do not understand our reality but they have the power to make decisions that will have consequences that they do not feel responsible for. Their decision will significantly impact the remaining safety and quality of life here.

It was stated in the Santa Fe Reporter, July 17-23, 2019 in a story by Katherine Lewin titled "Free Meals for Kids":

" The Airport Road area of Santa Fe has one of the highest rates of people living in poverty and poor health and the highest number of children on free and reduced lunch in the entire country. According to the Community Health Needs Assessment, 22.9% of people in the Airport Road area earn less than the poverty level - that's over 4,000 people."

A year later and in the midst of the Covid 19 crisis, this zip code of 87507 is the fastest growing area of positive Covid 19 cases in the city of Santa Fe. At this time, with no clear end in sight, no school since mid-March, and no clear idea when schools can reopen, why on earth would the city of Santa Fe approve another densely populated impoverished community? (Online education is of little value in homes without parent support and parent support is shaped strongly by economic factors.)

2. Dangerous traffic concerns:

The area between Buffalo Grass Road and Geo Lane requires the making of U turns to either enter or exit homes. There is a median in the middle of Airport Road to control traffic that does not allow direct access depending whether you are heading east or west. You can only turn east when exiting Buffalo Grass Road, KSK Lane, and Geo Lane. The designated road for U turning when heading east is a turning lane across from the entrance to Country Club Gardens which is a high danger zone for serious traffic accidents. When heading west, Geo Lane has a turning lane but that lane can fit a maximum of 5 vehicles so additional vehicles will also have to U turn during heavy traffic times. The designated road for U turns when heading west is Paseo del Sol where vehicles making right turns on red lights have right of way.

The traffic study seemed to also ignore the fact that there are 5 public schools in close proximity to Geo Park, all on the southside of Airport Road. Those schools are Sweeney Elementary, Ortiz Middle School, Cesar Chavez Elementary, Capital High, and Nina Otero Community School. Granted there is no school in session since mid-March which greatly reduces this traffic issue. But maybe someday schools will reopen. At that time, there will be a large number of children, some with parents, walking along and crossing Airport Road as well as many high school students driving to school. Traffic during morning rush hour is frequently backed up by car accidents and emergency vehicles. Crossing Airport Road is dangerous and when you add right turns for cars at red lights, there is an additional level of danger. Drivers often quickly check for vehicles coming down Airport Road before turning right at red lights but sometimes neglect to notice children and adults attempting to cross the street from the opposite side of Airport Road, not always walking in the poorly marked crosswalks. I have seen and heard about many "close calls."

I urge you to please take these concerns seriously and respect the heartfelt requests on behalf of this area to preserve what is left of quality of life on the southside of Santa Fe. I realize this is not the usual response to developers, particularly on the southside. Perhaps this time, you might choose to do the right thing.

Thank you for your attention,

Sincerely,

Debra Snyderman,
retired teacher and clinical social worker from the Santa Fe Public Schools and active volunteer in many community organizations and events in Santa Fe before and hopefully after the Covid 19 crisis

-----Original Message-----
From: Dierdre Dennis-McCullough <devildancer13@icloud.com>
Sent: Thursday, July 16, 2020 4:41 PM
To: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Subject: Geo Lane Trailer Park

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.

We wish to join those that DO NOT want to see another Trailer Park, or Low Income Housing Units, developed in Terra Contenta, Southside, Santa Fe, NM.
Both Trailer Parks, and Low Income Units now in place, are a constant source of trouble for our Community.
Thank You for forwarding our remarks.
The McCullough / Vuelta Dorado / Santa Fe, NM

From: Rosemary Thompson <rt@sfwwp.com>
Sent: Thursday, July 16, 2020 3:05:56 PM
To: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Subject: GEO Lane Subdivision..NO

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.

Regina,

I'm trying to convey, although I can't get through to the public comment....
I understand that there is a City Council mtg on July 29th, on You Tube re: GEO Lane Mobile Home Subdivision, 64 lots.
off Airport Road. No notice posted on City of Santa Fe website????

I believe I speak for 99.9% of residents on the Southside...ENOUGH IS ENOUGH of mobile home parks on the SOUTHSIDE! Try anywhere else in Santa Fe!! Good luck with that!!

NO MORE!!!

Please copy...every decision maker on this insane & unfair development on the SOUTHSIDE!!!

Thank you,
Rosemary Thompson
Santa Fe Wild West Real Estate
505-690-1150

Sent from my iPhone

19. PUBLIC HEARINGS

Name: J.D. Scott
Comment - 07/29/2020 08:30 AM: (Against)
I am urging the City Council to vote **against** the proposed Fiscal Year 2020/2021 Operating Budget. As you are aware, the Operating Budget allocates nearly $24,979,279 to the Police Department while providing only $4,108,183 and $2,436,253 to Youth & Family Services and Affordable Housing, respectively. Given the affordable housing crisis and the recent protests surrounding police cruelty that have engulfed this nation, I find this distribution of funds unconscionable and utterly unacceptable. As an architect specializing in affordable housing, I wish to call out this mismanagement of funds for what it is, in no uncertain terms – deplorable, unethical, inequitable, and unsustainable. I demand that the City Council to consider their values and priorities in this critical vote. Let us imagine a City in which social services and affordable, decent, and adequate housing are placed on equal footing with (or even *ahead* of) our police.

Thank you,
JD Scott

a. CONSIDERATION OF RESOLUTION 2020-____. (Finance Committee)
A Resolution Adopting the City of Santa Fe Fiscal Year 2020/2021 Annual Operating Budget and Organizational Chart. (Mary McCoy, Finance Director, mtmccoy@santafenm.gov, 955-6171)

b. CONSIDERATION OF BILL 2020-18. ADOPTION OF ORDINANCE NO. 2020-____. (Councilor Lindell, Councilor Villarreal, Councilor Romero-Wirth and Councilor 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 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 Extraneous Language; Repealing Section 10-9.11 Regarding Supplementary Remedies for Public Nuisances; and Amending Section 10-9.13 Regarding the Right of Entry. (Michael Prinz, Assistant City Attorney, mnprinz@santafenm.gov, 955-6554 and Jennifer Faubion, Council Liaison, jrfaubion@santafenm.gov, 699-6386)

c. CONSIDERATION OF BILL 2020-19. ADOPTION OF ORDINANCE NO. 2020-____. (Mayor Webber, Councilor Lindell and Councilor Vigil Coppler)
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. (Fabian Trujillo, Office for Business Growth Manager, ftrujillo@santafenm.gov, 955-6912)

d. CONSIDERATION OF RESOLUTION NO. 2020-____.
Case #2019-19. 4000 and 4100 Geo Lane General Plan Amendment. John Reeder, Agent, for GEO Park, LLC, Owner, Requests Approval of a General Plan Amendment to Amend the Existing General Plan Future Land Use Designation for Approximately 8.59 Acres from Institutional to Low Density Residential. The Project Site Consists of Two Parcels Located at 4000 and 4100 Geo Lane. (Lee Logston

City of Santa Fe, New Mexico

memo

DATE: July 8, 2020 for the July 29, 2020 Governing Body Meeting

TO: Members of the Governing Body

VIA: Jarel LaPan Hill
Jarel Lapan Hill, City Manager
Eli Isaacson, Land Use Department Director ESI
Noah Berke, Planner Manager N L B

FROM: Lee Logston, Land Use Planner Senior, Current Planning Division

Case #2019-19. 4000 and 4100 Geo Lane General Plan Amendment. John Reeder, Agent, for GEO Park, LLC, Owner, requests approval of a General Plan Amendment to amend the existing General Plan Future Land Use designation for approximately 8.59 acres from Institutional to Low Density Residential. The project site consists of two parcels located at 4000 and 4100 Geo Lane. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136).

Case # 2019-20. 4000 and 4100 Geo Lane Rezoning. John Reeder, Agent, for GEO Park, LLC, Owner, requests a rezoning from R-1 (Residential- one dwelling unit per acre) to R-5 (Residential- five dwelling units per acre). The properties are located at 4000 and 4100 Geo Lane and total approximately 8.59 acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136).

I. RECOMMENDATION:

The Governing Body should **APPROVE** Case No. 2019-19 and 2019-20 as recommended by the Planning Commission.

Two motions will be required, one for each case.

Sample motions for case #2019-19:

- ***Move to approve*** *the request for a General Plan Future Land Use Amendment to change the designation of 4000 and 4100 Geo Lane from Institutional to Low Density Residential (3-7 dwelling units per acre), and to adopt the findings of the Planning Commission as outlined in section II.A of the staff report;*

  or

- ***Move to deny*** *the request for a General Plan Future Land Use Amendment to change the designation of 4000 and 4100 Geo Lane from Institutional to Low Density Residential (3-7 dwelling units per acre), and to direct staff to draft proposed findings of fact and conclusions of law reflecting the Governing Body's decision.*

Sample motions for case #2019-20:

- ***Move to approve*** *the request to rezone 4000 and 4100 Geo Lane from R-1 (Residential-one dwelling unit per acre) to R-5 (Residential-five dwelling units per acre), and to adopt the findings of the Planning Commission as outlined in section II.B of the staff report;*

  or

- ***Move to deny*** *the request to rezone 4000 and 4100 Geo Lane from R-1 (Residential-one dwelling unit per acre) to R-5 (Residential-five dwelling units per acre), and to direct staff to draft proposed findings of fact and conclusions of law reflecting the Governing Body's decision.*

II. EXECUTIVE SUMMARY

The Applicant requests (1) approval of a General Plan Amendment to change the Future Land Use designation from Institutional to Low Density Residential (3-7 dwelling units per acre), and (2) a rezoning from R-1 (Residential-one dwelling unit per acre) to R-5 (Residential-five dwelling units per acre). The subject site is comprised of two properties totaling approximately 8.59 acres at 4000 and 4100 Geo Lane. Both requests relate to Applicant's plan to create a forty-two-lot single family home subdivision. The property is surrounded on three sides by a mix of residential land uses up to R-12 (Residential- twelve units per acre) density and is bordered to the east by sparsely developed Mixed Use zoned land.

While this area is governed by the Southwest Area Master Plan (SWAMP), the SWAMP gives no detailed guidance for development this property, merely labeling it as Institutional and noting that institutional land uses exist in the area and will continue to exist in the future. The SWAMP gives more detailed guidance for development of the large mixed-use area to the east, and is generally supportive of low-density housing in the area.

The Planning Commission conducted a public hearing on June 6, 2019 for the General Plan Amendment and for what was then an R-6 rezoning request. The Commission found that Applicant had satisfied all the criteria set forth in SFCC 14-3.2 (Amendments to the General Plan) and that housing was appropriate at that location, and adopted findings of fact and conclusions of law recommending that the Governing Body should approve the General Plan Amendment request. The Commission tabled the rezoning request, asking the applicant to consider lower density and to attempt to address concerns raised by Commissioners and members of the public at the hearing.

The applicant returned to the Planning Commission on February 6, 2020 with a reduced density R-5 rezoning request and a 42-lot preliminary subdivision. After much deliberation about vehicular access to Geo Lane, the Commission once again tabled the rezoning request (and therefore the subdivision proposal), asking the applicant to return with more data about traffic safety at the intersections of Paseo del Sol and Geo Lane, and to work with the City Traffic Engineer to see if the left turn bay on Airport Road to Geo lane could be lengthened for additional left turn queuing.

The applicant returned to the Planning Commission on June 4, 2020 with the requested additional accident and traffic data, as well as approval from the City Traffic Engineer to reconfigure the left turn bay, increasing its length by 25 feet to allow queuing for one more vehicle. The Commission found that Applicant had satisfied all the criteria set forth in SFCC 14-3.5(C) (Rezoning Approval Criteria) and adopted findings of fact and conclusions of law recommending that the Governing Body should approve the rezoning request. The Commission

also gave approval to a 42-lot preliminary subdivision, conditioned on the Governing Body approving the General Plan Amendment and rezoning. While the Applicant will return to the Planning Commission with a final subdivision if the Governing Body approves the General Plan Amendment and rezoning, the Governing Body is not considering or making a decision on the subdivision itself.

Applicants have complied with the procedural requirements for a General Plan Amendment and rezoning, including Santa Fe City Code (SFCC) Subsection 14-3.1(H), Notice Requirements; Subsection 14-3.1(E), Pre-application Conference (conducted February 14, 2019); and Subsection 14-3.1(F), Early Neighborhood Notification (ENN) (conducted April 9, 2019).

A. General Plan Amendment

In considering the General Plan Amendment, the Governing Body must base its decision on the approval criteria and balancing test set forth in SFCC Subsection 14-3.2(E)(1), as follows:

(1) The planning commission and the governing body shall review all general plan amendment proposals on the basis of the following criteria, and shall make complete findings of fact sufficient to show that these criteria have been met before recommending or approving any amendment to the general plan:
   (a) consistency with growth projections for Santa Fe, economic development goals as set forth in a comprehensive economic development plan for Santa Fe and existing land use conditions such as access and availability of infrastructure;
   (b) consistency with other parts of the general plan;
   (c) the amendment does not:
      (i) allow uses or a change that is significantly different from or inconsistent with the prevailing use and character in the area; or
      (ii) affect an area of less than two acres, except when adjusting boundaries between districts; or
      (iii) benefit one or a few landowners at the expense of the surrounding landowners or the general public;
   (d) an amendment is not required to conform with Subsection 14-3.2{E)(1)(c) if it promotes the general welfare or has other adequate public advantage or justification;
   (e) compliance with extraterritorial zoning ordinances and extraterritorial plans;
   (f) contribution to a coordinated, adjusted and harmonious development of Santa Fe that in accordance with existing and future needs best promotes health, safety, morals, order, convenience, prosperity or the general welfare, as well as efficiency and economy in the process of development; and
   (g) consideration of conformity with other city policies, including land use policies, ordinances, regulations and plans.

If the Governing Body agrees with the Planning Commission's analysis of the General Plan Amendment criteria set forth in Subsection 14-3.2(E)(1), Staff recommends that the Governing Body adopt the Findings of Fact of the Planning Commission as follows:

(1) Pursuant to SFCC Section 14-3.2(E)(1)(a), the Governing Body finds that the proposal is consistent with existing land use conditions and that there is access to available infrastructure.
(2) Pursuant to SFCC Section 14-3.2(E)(1)(b), the Governing Body finds that the proposal is consistent with other parts of the general plan.
(3) Pursuant to SFCC Section 14-3.2(E)(1)(c), the Governing Body finds that the proposed use is not inconsistent with the prevailing use and character in the area, that the Project

is well over the 2 acre minimum required for a general plan amendment, and that it will not benefit one or a few landowners at the expense of the surrounding landowners or the general public, as long as the resulting density is appropriate for the surrounding area.

(4) The Governing Body finds that the criteria in SFCC Section 14-3.2{E)(1)(d) is not applicable to this case.

(5) The Governing Body finds that the criteria in SFCC Section 14-3.2{E)(1)(e) is not applicable to this case.

(6) Pursuant to SFCC Section 14-3.2{E)(1)(f), the Governing Body finds that housing at that location would promote the general welfare and contribute to the harmonious development of Santa Fe as long as the resulting density and design proposal are appropriate for the surrounding area.

(7) Pursuant to SFCC Section 14-3.2(E)(1)(g), the Governing Body has considered conformity with other city policies, including land use policies, ordinances, regulations, and plans.

(8) The Governing Body finds that the additional criteria in SFCC Section 14-3.2(E)(2) are not applicable to this case because the proposal would not amend the land use policies section of the general plan.

(9) The Governing Body finds that the additional criteria in SFCC Section 14-3.2(E)(3) are not applicable to this case because the proposal does not involve the adoption of a neighborhood plan.

B. Rezoning

In considering the rezoning, the Governing Body must base its decision on the approval criteria and balancing test set forth in SFCC Subsection 14-3.5(C), as follows:

(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
   (e) the existing and proposed infrastructure, such as the streets system, sewer and water lines, and public facilities, such as fire stations, will be able to accommodate the impacts of the proposed development.

(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.

If the Governing Body agrees with the Planning Commission's analysis of the Subsection 14-3.5(C) criteria, Staff recommends that the Governing Body adopt the Findings of Fact of the Planning Commission as follows:

(1) Pursuant to SFCC Section 14-3.5(C)(1)(a)(ii), the Governing Body finds that the rezoning is justified because the proposed density is consistent with surrounding residential neighborhood, additional housing would be more advantageous to the city than additional institutional land uses, and the rezoning is consistent with the Southwest Area Master Plan (SWAMP).
(2) Pursuant to SFCC Section 14-3.5(C)(1)(b), the Governing Body finds that all the rezoning requirements of Chapter 14 have been met.
Pursuant to SFCC Section 14-3.5(C)(1)(c), the Governing Body finds that the rezoning is consistent with the applicable policies of the general plan and the SWAMP. R-5 zoning is consistent with the recommended future land use map designation of Residential Low Density (3-7 dwelling units per acre).
(3) Pursuant to SFCC Section 14-3.5(C)(1)(d), the Governing Body finds that the property is of sufficient size for rezoning, is located in an area that was annexed to provide for future growth, and that rezoning the property to accommodate residential infill is consistent with city policies regarding the provision of urban land sufficient to meet the growth needs of the city.
(4) Pursuant to SFCC Section 14-3.5(C)(1)(e), the Governing Body finds that the existing and proposed infrastructure will be able to accommodate the impacts of the proposed development. Furthermore, the Applicant is making improvements to the westbound left-turn bay to improve left turn safety onto Geo Lane.
(5) Pursuant to SFCC Section 14-3.5(C)(2)(a), the Governing Body finds that the proposed change in density will not result in a change in character inconsistent with the prevailing use and character of the area, and that the R-5 zoning is consistent with the surrounding density.
(6) Pursuant to SFCC Section 14-3.5(C)(2)(b), the Governing Body finds that the proposed rezoning is permissible because it would not affect an area of less than two acres.
(7) Pursuant to SFCC Section 14-3.5(C)(2)(c), the Governing Body finds that the proposed rezoning will not benefit one or a few landowners at the expense of the surrounding landowners or general public.
(8) Pursuant to SFCC Section 14-3.5(D), the Governing Body finds that the proposed additional density can be accommodated by the existing and proposed road infrastructure.

EXHIBITS

Exhibit A – Draft Resolution and Bill

1. Resolution for General Plan Amendment
2. Bill for Rezoning

Exhibit B – Planning Commission Staff Reports and Packets

1. June 6, 2019 Staff Report, Relevant Packet Material, Findings and Minutes
2. February 6, 2020 Staff Report, Relevant Packet Material and Minutes
3. June 4, 2020 Staff Report, Relevant Packet Material, Findings and Minutes

City of Santa Fe, New Mexico

Governing Body Meeting
July 29, 2020

Exhibit A

1. **Resolution for General Plan Amendment**
2. **Bill for Rezoning**

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-___

A RESOLUTION

AMENDING THE GENERAL PLAN FUTURE LAND USE MAP DESIGNATION FROM INSTITUTIONAL TO LOW DENSITY RESIDENTIAL (3-7 DWELLING UNITS PER ACRE) FOR PROPERTY COMPRISING AN AREA OF APPROXIMATELY 8.59 ACRES LOCATED AT 4000 AND 4100 GEO LANE, (4000 AND 4100 GEO LANE GENERAL PLAN AMENDMENT, CASE NO. 2019-19).

WHEREAS, the agent for the owners of two parcels of land comprising approximately 8.59 acres located at 4000 and 4100 Geo Lane within Section 12, T.16N., R.8E., N.M.P.M., in Santa Fe County, New Mexico (the "Property"), has submitted an application to amend the General Plan Future Land Use Map classification of the Property from Institutional to Low Density Residential; and

WHEREAS, the Planning Commission at its June 6, 2019 meeting voted to recommend to the Governing Body a change from Institutional to Low Density Residential (3-7 dwelling units per acre); and

WHEREAS, pursuant to Section 3-19-9 NMSA 1978, the General Plan may be amended,

extended, or supplemented; and

WHEREAS, the Governing Body held a public hearing on the proposed amendment; reviewed the staff report, the recommendation of the Planning Commission, and the evidence obtained at the public hearing; and determined that the proposed amendment to the General Plan, as recommended by the Planning Commission, meets the approval criteria set forth in Section 14-3.2(E) SFCC 1987; and

WHEREAS, reclassification of the Property would be consistent with the General Plan Themes and Policies for Land Use and Growth Management (General Plan, Chapters 3 and 4) in that the reclassification would provide affordable, infill housing at the General Plan stated target density of five to seven dwelling units per acre; and

WHEREAS, the reclassification of the Property would allow for uses that are consistent with the prevailing uses and character of the area; and

WHEREAS, the Property has suitable access to and availability of necessary infrastructure; and

WHEREAS, the Governing Body desires to provide for more coordinated, adj usted, and harmonious development in the area of Airport Road that would not have adverse impacts on the surrounding neighborhood.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the General Plan Fut ure Land Use Map designation for the Property described is amended to change the designation from Institutional to Low Density Residential (3-7 dwelling units per acre), as shown in Exhibit A, attached hereto.

PASSED, APPROVED, and ADOPTED this ____ day of _____ 20 20.

ALAN WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/4000 and 4100 Geo Lane GP Amendment

Exhibit A

Tract 1 Legal Description

A certain tract of land, Tract 1, lying and being situated at within Projected Section 12, Township 16 North, Range 8 East, N.M.P.M., City of Santa Fe, Santa Fe County, New Mexico and being further described as follows;

Beginning at the Southeast corner of said tract, from which an Aluminum monument set in concrete and stamped "Santa Fe Control No. 1007", bears South 20°07'39" East, a distance of 218.21', thence North 49°43'43" West, a distance of 45.39';

Thence from said point of beginning, North 89°47'37" West, a distance of 632.23' to a calculated point being the Southwest corner of said tract;
Thence North 16°55'32" West, a distance of 402.20' to a rebar with cap No. 5217 being the Northwest corner of said tract;
Thence North 88°45'55" East, a distance of 602.85' to a calculated point being the Northeast corner of said tract;
Thence South 20°07'39" East, a distance of 426.06' to a calculated point, the Point of Beginning.

Containing 5.579 acres, more or less, all as shown on plat entitled "Land Division Prepared for Praise Tabernacle," prepared by Bernie A. Alarid, N.M.P.L.S. No. 5338, recorded in Book 666, Page 21 on October 10, 2007 at the Santa Fe County Clerk's Office.

M K Noonan 07/31/19

Mitchel K. Noonan N.M.P.L.S. No. 6998



Exhibit A

Tract 2 Legal Description

A certain tract of land, Tract 2, lying and being situated at within Projected Section 12, Township 16 North, Range 8 East, N.M.P.M., City of Santa Fe, Santa Fe County, New Mexico and being further described as follows;

Beginning at the Southeast corner of said tract, from which an Aluminum monument set in concrete and stamped "Santa Fe Control No. 1007", bears North 49°43'43" West, a distance of 45.39';

Thence from said point of beginning, North 89°47'50" West, a distance of 644.98' to a rebar with cap No. 5217 being the Southwest corner of said tract;
Thence North 16°55'32" West, a distance of 214.15' to a calculated point being the Northwest corner of said tract;
Thence South 89°47'37" East, a distance of 632.23' to a calculated point being the Northeast corner of said tract;
Thence South 20°07'39" East, a distance of 218.21' to a 1/2" iron pipe, the Point of Beginning.

Containing 3.000 acres, more or less, all as shown on plat entitled "Land Division Prepared for Praise Tabernacle," prepared by Bernie A. Alarid, N.M.P.L.S. No. 5338, recorded in Book 666, Page 21 on October 10, 2007 at the Santa Fe County Clerk's Office.

07/31/19

Mitchel K. Noonan N.M.P.L.S. No. 6998



CITY OF SANTA FE, NEW MEXICO

BILL NO. 2020-16

AN ORDINANCE

AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SANTA FE AND CHANGING THE CLASSIFICATION FROM R-1 (RESIDENTIAL – 1 DWELLING UNIT PER ACRE) TO R-5 (RESIDENTIAL – 5 DWELLING UNITS PER ACRE) WITH RESPECT TO A CERTAIN PARCEL OF LAND COMPRISING APPROXIMATELY 8.59 ACRES WITHIN SECTION 12, T.16N., R.8E., N.M.P.M., SANTA FE COUNTY, NEW MEXICO, LOCATED AT 4000 AND 4100 GEO LANE, (CASE NO. 2019-20, 4000 AND 4100 GEO LANE REZONING).

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. The following real property (the "Property") located within the municipal boundaries of the City of Santa Fe, which has been restricted and classified as R-1 (Residential – 1 dwelling unit per acre) is hereby restricted to and reclassified to R-5 (Residential – 5 dwelling units per acre):

Tract 1, the parcel of land comprising approximately 5.58 acres generally located at 4000 Geo Lane, lying within Section 12, T.16N., R.8E., N.M.P.M., Santa Fe County, New

Mexico, more fully described in the Legal Description in EXHIBIT A, attached hereto and incorporated by reference;

and

Tract 2, the parcel of land comprising approximately 3.01 acres generally located at 4100 Geo Lane, lying within Section 12, T.16N., R.8E., N.M.P.M., Santa Fe County, New Mexico, more fully described in the Legal Description in EXHIBIT A, attached hereto and incorporated by reference.

Section 2. The official zoning map of the City of Santa Fe adopted by Ordinance No. 2001-27 is hereby amended to conform to the change in zoning classification for the Property

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

EXHIBIT A

Tract 1 Legal Description

A certain tract of land, Tract 1, lying and being situated at within Projected Section 12, Township 16 North, Range 8 East, N.M.P.M., City of Santa Fe, Santa Fe County, New Mexico and being further described as follows;

Beginning at the Southeast corner of said tract, from which an Aluminum monument set in concrete and stamped "Santa Fe Control No. 1007", bears South 20°07'39" East, a distance of 218.21', thence North 49°43'43" West, a distance of 45.39';

Thence from said point of beginning, North 89°47'37" West, a distance of 632.23' to a calculated point being the Southwest corner of said tract;
Thence North 16°55'32" West, a distance of 402.20' to a rebar with cap No. 5217 being the Northwest corner of said tract;
Thence North 88°45'55" East, a distance of 602.85' to a calculated point being the Northeast corner of said tract;
Thence South 20°07'39" East, a distance of 426.06' to a calculated point, the Point of Beginning.

Containing 5.579 acres, more or less, all as shown on plat entitled "Land Division Prepared for Praise Tabernacle," prepared by Bernie A. Alarid, N.M.P.L.S. No. 5338, recorded in Book 666, Page 21 on October 10, 2007 at the Santa Fe County Clerk's Office.

M K Noonan 07/31/19

Mitchel K. Noonan N.M.P.L.S. No. 6998



EXHIBIT A

Tract 2 Legal Description

A certain tract of land, Tract 2, lying and being situated at within Projected Section 12, Township 16 North, Range 8 East, N.M.P.M., City of Santa Fe, Santa Fe County, New Mexico and being further described as follows;

Beginning at the Southeast corner of said tract, from which an Aluminum monument set in concrete and stamped "Santa Fe Control No. 1007", bears North 49°43'43" West, a distance of 45.39';

Thence from said point of beginning, North 89°47'50" West, a distance of 644.98' to a rebar with cap No. 5217 being the Southwest corner of said tract;
Thence North 16°55'32" West, a distance of 214.15' to a calculated point being the Northwest corner of said tract;
Thence South 89°47'37" East, a distance of 632.23' to a calculated point being the Northeast corner of said tract;
Thence South 20°07'39" East, a distance of 218.21' to a 1/2" iron pipe, the Point of Beginning.

Containing 3.000 acres, more or less, all as shown on plat entitled "Land Division Prepared for Praise Tabernacle," prepared by Bernie A. Alarid, N.M.P.L.S. No. 5338, recorded in Book 666, Page 21 on October 10, 2007 at the Santa Fe County Clerk's Office.

07/31/19

Mitchel K. Noonan N.M.P.L.S. No. 6998



City of Santa Fe, New Mexico

Governing Body Meeting
July 29, 2020

Exhibit B 1

Planning Commission Staff Reports and Packets

June 6, 2019 Staff Report, Relevant Packet Material, Findings and Minutes

EXHIBIT B1

Land Use Department
Planning Commission Staff Report

Case No:	2019-19 & 2019-20
Hearing Date:	June 6, 2019
Applicant:	John Reeder
Request:	General Plan Amendment and Rezoning
Location:	4000 & 4100 Geo Lane
Case Mgr.:	Lee Logston
Zoning:	R-1 (Residential- one dwelling unit per acre)
Overlay:	None
Pre-app Mtg:	December 27, 2018
ENN Mtg:	January 31, 2019
Proposal:	General Plan Amendment from Institutional to Low Density Residential and Rezone from R-1 (Residential- one dwelling unit per acre) to R-6 (Residential- six dwelling units per acre)for 48 residential lots on 8.59 acres.



Case # 2019-19. 4000 and 4100 Geo Lane General Plan Amendment. John Reeder, Agent, for GEO Park, LLC, Owner, requests approval of a General Plan Amendment to amend the existing General Plan Future Land Use designation for approximately 8.59 acres from Institutional to Low Density Residential. The properties are located at 4000 and 4100 Geo Lane. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136).

Case # 2019-20. 4000 and 4100 Geo Lane Rezoning. John Reeder, Agent, for GEO Park, LLC, Owner, requests a rezoning from R-1 (Residential- one dwelling unit per acre) to R-6 (Residential- six dwelling units per acre). The properties are located at 4000 and 4100 Geo Lane and total approximately 8.59 acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136).

I. RECOMMENDATION:

The Planning Commission should recommend **APPROVAL** of both requests.

Two motions will be required in this case:

- *Recommend that the Governing Body approve or deny the General Plan Amendment request from Institutional to Low Density Residential, subject to findings as recommended by staff. Conditions of*

approval are not applicable to General Plan amendments (Case #2019-19).

- *Recommend the Governing Body approve or deny the rezoning request from R-1 (Residential- one dwelling unit per acre) to R-6 (Residential- six dwelling units per acre), with the conditions of approval as outlined in this report (Case #2019-20)*

II. CONDITIONS OF APPROVAL

Staff recommends the following conditions of approval:

#	Condition of Approval	Dept. or Division	To be completed by:
1	An Agreement to Construct and Dedicate (ACD) from the Water Division may be required for this project. A water plan must be submitted directly to the Water Division and approved prior to obtaining an ACD. (Case #2019-20)	Public Utilities/Water Division	Prior to Obtaining Water Service
2	The Developer shall provide sufficient sight distance at the subdivisions access to Geo Lane and Buffalo Grass Road. These sight triangles shall be in accordance with AASHTO standards and shall be reviewed and approved by the City's Public Works Department. (Case #2019-20)	Engineering Division/Traffic	Prior to Subsequent Submittal
3	The Developer shall build sidewalk along the subdivision's frontage with Geo Lane and Buffalo Grass Road. The developer shall dedicate any needed right-of-way for these improvements. The Developer shall also extend both of these sidewalks north to connect with Airport Road sidewalk, right-of-way permitting. (Case #2019-20)	Engineering Division/Traffic Land Use Department/Technical Review Division	Prior to Subsequent Submittal
4	The Developer shall provide a signing and striping plan. (Case #2019-20)	Engineering Division/Traffic	Prior to Subsequent Submittal
5	The Developer shall provide LED street lighting at all intersections, cul-de-sacs, and major curves. These lights shall be mounted on 23' poles per NMDOT specifications. The type of LED to be used shall be reviewed and approved by the City's Public Works Department. (Case #2019-20)	Engineering Division/Traffic	Prior to Subsequent Submittal

6	Final details on the proposed storm drain system to be provided, specifically: 1. The conveyance pathway via the proposed curb and gutter and/or through a subsurface storm drain system; and 2. The final design calculations the proposed retention pond. (Case #2019-20)	Land Use Department/ Technical Review Division	Prior to Subsequent Submittal
7	The Developer shall fulfill all obligations of the Santa Fe Homes Program (SFHP) as documented in a SFHP agreement finalized and recorded as part of final development documents.	Office of Affordable Housing	Prior to Final Subdivision

Following standard practice, redline comments will be provided to the surveyor who shall make any necessary changes to comply with technical corrections, and submit the corrected plat in Mylar. The "technical corrections" that must be made to the plat prior to recordation are found in Appendix A.

III. EXECUTIVE SUMMARY:

The Applicant is requesting a General Plan Amendment from Institutional to Low Density Residential, and a rezoning from R-1 to R-6, with the intent of subdividing the properties totaling +/- 8.59 acres into a 48 lot subdivision. The properties are currently vacant.

Two components make up the Applicant's request:

1. General Plan Amendment to change the Future Land Use Designation from Institutional to Low Density Residential; and
2. Rezoning to change the City Zoning Map from R-1 (Residential- one dwelling unit per acre) to R-6 (Residential- six dwelling units per acre).

The Planning Commission's recommendation will proceed to the City Council for final decision on both the General Plan amendment and rezoning. If the General Plan amendment and rezoning are approved, a preliminary subdivision plat application will come before the Commission for future consideration.

Per SFCC §14-3.2(A), the purpose and intent of General Plan amendments is to guide the city's land use decisions. The regulations, restrictions and policies of the city affecting development must be in accordance with the General Plan as provided in Section 3-21-5 NMSA 1978. Approval of General Plan amendments and rezonings are appropriate where it can be shown that the changes are in the public interest. Specific criteria include evaluation of land use compatibility and infrastructure adequacy.

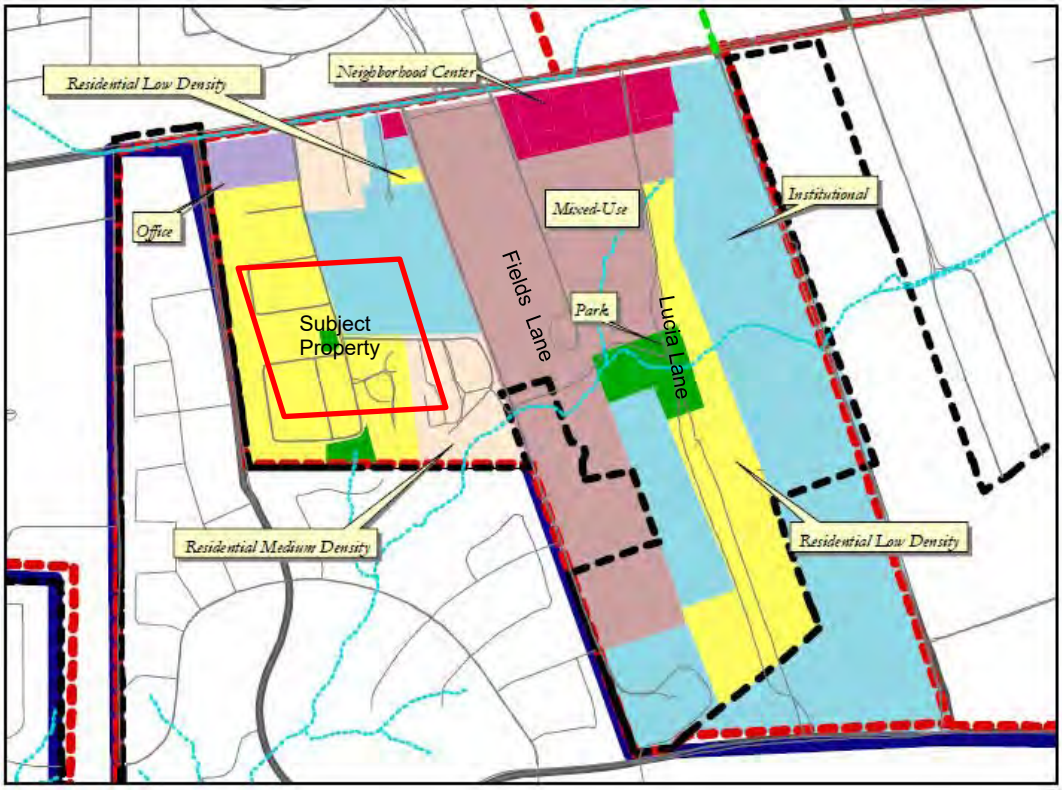
IV. BACKGROUND AND MASTER PLAN ANALYSIS

The subject site consists of two vacant parcels of approximately 5.59 and 3.0 acres, totaling approximately 8.59 acres. This property does not require archaeological clearance as it is under 10 acres. While the site is near Airport Road, it is not actually within the Airport Road Overlay District. The project is within the Southwest Santa Fe Community Master Plan (SWAMP) planning area. Specifically, they are within the Southcentral Neighborhood Plan Area (SCNPA) of the SWAMP. The SCNPA is *"located generally north and east of Tierra Contenta, and is bounded by Airport Road and South Meadows Drive":*

> "In area, it is the smallest of the seven planning units. The plan area can generally be described as an "eclectic" assembly of uses, patterns, and densities. The area form is more the absence of any defining urban pattern, but with several distinguishing land use characteristics. Many of the property owners generally regard their area as a collection of mixed-uses ranging from agriculture, to art and crafts, to institutional, industrial and residential. There are also several instances of live/work type uses occurring in the area. The high proportion of institutional uses and live/work scenarios dominate the neighborhood area." (SWAMP, page 14).

The SWAMP references Neighborhood Activity Centers (schools, churches) and Neighborhood Cores (parks). One specific recommendation of the SWAMP is that a developed public park with pedestrian connections along the natural drainage feature between Lucia and Fields Lanes should be incorporated as the area develops. The SWAMP goes into detail about mixed use development surrounding this Neighborhood Core/Park/Center, but it doesn't say much about the Geo Lane properties, which are merely shown as Institutional.

Figure 1 Future Land Uses Created by SWAMP



This designation was likely given to the vacant properties due to the fact that they are adjacent to the KSK Buddhist Temple. A large portion of the land within this Neighborhood Planning Area is designated Institutional. At the time the SWAMP was adopted, approximately 33% was designated Institutional, with approximately 20% developed residential. The land use designations adopted in the SWAMP largely reflected current land uses at the time:

> "The changes being proposed more closely align future land use to the existing underlying land uses and applicable zoning, as well as promoting the collective neighborhood vision for their area. The intent is to encourage a wider variety of uses and styles within the neighborhood through incorporation of the mixed-use designation" (SWAMP, page 18).

The SWAMP is effectively neutral on the proposed future land use change. The proposed land use change will not prevent the area from achieving Institutional goals, as there is such a large amount of land designated Institutional. More significant and specific land use recommendations for this planning area are centered more around the large mixed-use area between Buffalo Grass Road and Lucia Lane. Generally, housing is assumed to be a component of mixed-use, and satisfies other general housing goals of the SWAMP.

V. EXISTING CONDITIONS:

Direction	Property Address	Zoning
North	KSK Lane, KSK Buddhist Center, Shalom Mobile Home Park	R-1 & R-12 (Residential- one dwelling unit per acre & Residential- twelve dwelling units per acre)
East	Buffalo Grass Road assorted properties	MU (Mixed-Use District)
South	Jaramillo Lane	R-3 & R-12 (Residential- three dwelling units per acre & Residential- twelve dwelling units per acre)
West	West Meadow Subdivision	R-6 (Residential- six dwelling units per acre)

VI. PROJECT DESCRIPTION AND ANALYSIS:

Traffic and Access

The traffic impact study showed that the proposed subdivision will have a minimal traffic impact on the surrounding roadway network. The analysis looked at traffic movements at the intersections of Airport Road and South Meadows Road, Paseo del Sol, Geo Lane, and Buffalo Grass Road. In all cases the Level of Service (LOS) grades did not change with the additional traffic to be generated by the subdivision.

Geo Lane is a 50 foot public right of way (ROW), with approximately 30 feet of pavement adjacent to the project site. Buffalo Grass Road is a 40' public ROW, and approximately 18' of pavement. The Applicant will construct curb, gutter, and sidewalk along their property fronting Geo Lane and Buffalo Grass Road, dedicating any necessary ROW for the improvements. The Applicant will also extend both of these sidewalks north to connect with Airport Road sidewalk, right-of-way permitting. This amounts to

approximately 900' of off-site sidewalk improvements that will improve pedestrian safety for existing and future residents.

Currently, Buffalo Grass Road terminates before the southeast corner of the project. The ROW for an extension to Buffalo Grass is already dedicated on the Jackhammer Associates property at 3938 Buffalo Grass Road. The Applicant will construct approximately 265 feet of road, curb, gutter, and sidewalk on this property to connect to the proposed development, paving it to the width of existing Buffalo Grass Road pavement.

The proposed subdivision would have two entrances onto Geo Lane and one onto Buffalo Grass Road. The preliminary design was configured to direct traffic onto Geo Lane making use of the left turn lane that exists on Airport Road for westbound traffic. The roads within the development are proposed to have 50', 46', and 42' ROWs. The entrances from both Geo Lane and Buffalo Grass Road have been deliberately not aligned in order to discourage any through traffic "short cuts" through the subdivision. Average lot size is now shown at approximately 0.11 acres or 5,000 square feet.

Subdivision Analysis
The site has excellent emergency access from Airport Road via Geo Lane and Buffalo Grass Road. Both Geo Lane and Buffalo Grass Road have water, sewer, and gas lines. There are two fire hydrants nearby, on Geo Lane and Buffalo Grass Road at the northwest and northeast corners of the properties, respectively. The site is fairly flat, draining to the south and east with a slope of approximately 18 feet in 800 feet. The Site will be assessed for prairie dogs and any colonies will be relocated prior to issuance of construction permits. The subdivision will come back to Planning Commission for preliminary and final approval.

Santa Fe Homes Program
Per SFCC §14-8.11(D)(1), the rezoning request triggers the Santa Fe Homes Program (SFHP) requirement for affordable lots. Based on the Applicant's subdivision, ten lots (20% of the total proposed) will be affordable and will be identified on the subdivision plat. The SFHP Agreement will be finalized at the time of subdivision approval and payment collected when final subdivision documents are recorded. In the event that the property is sold before lot sales commence, the obligation transfers with the title.

VII. GENERAL PLAN AMENDMENT

The subject property's current future land use designation is Public/Institutional as shown on the Future Land Use Map (See Exhibit B1). The Applicant requests the Community Commercial designation to allow for C-2 (General Commercial) zoning.

The General Plan can be amended, subject to meeting the approval criteria in SFCC §14-3.2(E):

Criterion 1 [14-3.2(E)(1)(a)]: consistency with growth projections for Santa Fe, economic development goals as set forth in a comprehensive economic development plan for Santa Fe and existing land use conditions such as access and availability of infrastructure;	**Criterion Met:** (Yes/No/conditional/N/A) **YES**

The City does not maintain specific projections for growth rates. The proposal is consistent with existing residential and rural live/work land uses and surrounding density. Infrastructure such as sewer, water, and dry facilities are easily accessed from existing streets. Development of relatively affordable lots for housing is consistent with goals in the General Plan and the SWAMP.	
Criterion 2 [14-3.2(E)(1)(b)]: Consistency with other parts of the General Plan;	**Criterion Met:** (Yes/No/conditional/N/A) **YES**
There are a variety of built densities and General Plan density designations on either side of Airport Road. This density falls within the second lowest designation we have (Low Density Residential), and slightly below the recommendation for infill density (R-7). The proposal is also generally consistent with the Future Land Use Map as informed by the SWAMP. While the property is designated Institutional, this was most likely because it was adjacent to the KSK Buddhist Temple, as the SWAMP generally followed existing land use patterns. In this neighborhood, there is a very large amount of Institutional designated land, and residential is frequently a component of mixed-use. 3-G-3: “There shall be infill development at densities that support the construction of affordable housing and a designated mix of land uses that provide an adequate balance of service retail and employment opportunities to address residential growth throughout the Urban Area, including the Railyard property.” The Applicant plans to develop the property at a density that will be affordable. 4-4-I-6: “The target density for new infill residential development, in order to address affordable housing goals, is a minimum of five units per acre (net) with seven units per acre (net) preferred.” The proposed zoning is for six dwelling units per acre. 5-1-G-1: “Preserve the scale and character of established neighborhoods, while promoting appropriate community infill and affordable housing.” The proposed density is the same as the adjacent subdivision and is similar to the density in the surrounding neighborhoods. 6-1-G-5: “Ensure that new development is more ‘connected’ to its surroundings with an increased number of access points and pedestrian and bicycle connections to a neighborhood network.” The proposed subdivision will connect discontinuous sidewalks and improve pedestrian connections for the entire neighborhood. Chapter 3 of the General Plan calls for infill development of existing vacant parcels with a mix of uses within neighborhoods, cites promotion of a "compact urban form" through "sensitive and compatible infill development", and calls for a mix of uses throughout all areas of the City. The project will promote a compact urban form and contribute to infill housing. Chapter 7 of the General Plan calls for "growth that is sustainable in terms of resources and services." The project will connect to existing City infrastructure, thereby maximizing the use of existing land use conditions.	

Criterion 3 [14-3.2(E)(1)(c)]: the amendment does not: **(i) allow uses or a change that is significantly different from or inconsistent with the prevailing use and character in the area; or** **(ii) affect an area of less than two acres, except when adjusting boundaries between districts; or** **(iii) benefit one or a few landowners at the expense of the surrounding landowners or the general public**	**Criterion Met:** (Yes/No/conditional/N/A) **YES**
(i) The proposed use is consistent with the prevailing uses and character of the area. (ii) The proposed development is 8.659 acres, well over the 2 acre minimum. (iii) While new development always has some impact on existing neighborhoods, the general public would benefit from additional housing opportunities.	
Criterion 4 [14-3.2(E)(1)(d)]: an amendment is not required to conform with Subsection 14-3.2(E)(1)(c) [Criterion 1(c) above] if it promotes the general welfare or has other adequate public advantage or justification;	**Criterion Met:** (Yes/No/conditional/N/A) **N/A**
Not Applicable.	
Criterion 5 [14-3.2(E)(1)(e)]: compliance with extraterritorial zoning ordinances and extraterritorial plans;	**Criterion Met:** (Yes/No/conditional/N/A) **N/A**
Not Applicable.	
Criterion 6 [14-3.2(E)(1)(f)]: contribution to a coordinated, adjusted and harmonious development of Santa Fe that in accordance with existing and future needs best promotes health, safety, morals, order, convenience, prosperity or the general welfare, as well as efficiency and economy in the process of development; and	**Criterion Met:** (Yes/No/conditional/N/A) **YES**
This project would provide "infill" development at a density that is within character with the surrounding area. Utility infrastructure is already there, the road network needs minimal modification, and the Applicant is making significant off site sidewalk improvements.	
Criterion 7 [14-3.2(E)(1)(g)]: consideration of conformity with other city policies, including land use policies, ordinances, regulations and plans.	**Criterion Met:** (Yes/No/conditional/N/A) **YES**
The Applicant's responses to the required criterion (Exhibit E1) cite compliance with city economic development, affordable housing, and redevelopment policies and plans. Staff agrees that this amendment conforms to city land use policies and ordinances regarding affordable housing, sustainability, and infrastructure.	
Criterion 8 [14-3.2(E)(2)]: In addition to complying with the general criteria set forth in Subsection 14-3.2(E)(1), amendments to the land use policies section of the General Plan shall be made only if evidence shows that the effect of the proposed change in land use shown on the future land use map of the General Plan will not have a negative impact on the surrounding properties. The proposed change in land use must be related to the character of the surrounding area or a provision must be made to separate the	**Criterion Met:** **(Yes/No/conditional/N/A)** **N/A**

proposed change in use from adjacent properties by a setback, landscaping, or other means, and a finding must be made that: **(a) the growth and economic projections contained within the General Plan are erroneous or have changed;** **(b) no reasonable locations have been provided for certain land uses for which there is a demonstrated need; or** **(c) conditions affecting the location or land area requirements of the proposed land use have changed, for example the cost of land space requirements, consumer acceptance, market or building technology.**	
The Applicant is not required to document compliance with Criterion 2, since the application does not amend land use policies.	

VIII. REZONE APPROVAL CRITERIA

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:

Criterion 1 [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;** **(iii) a different use category is more advantageous to the community, as articulated in the General Plan or other adopted city plans;**	**Criterion Met:** (Yes/No/conditional/N/A) **YES**
(i) Not Applicable (ii) The surrounding area has evolved over the past few decades, evolving from semi-rural open areas to predominately residential neighborhoods. Residential developments are currently established on three sides of the property, along with one institutional use to the north. A mixture of live/work and light commercial establishments are to the east and south on the other side of Buffalo Grass Road. (iii) R-6 zoning would be more advantageous to the community than the existing R-1 in terms of providing much needed buildable lots at lower prices than one acre lots could be offered. The proposed density is consistent with the SWAMP and is consistent with guidelines articulated in various sections of the General Plan.	
Criterion 2 [14-3.5(C)(1)(b)]: all the rezoning requirements of Chapter 14 have been met;	**Criterion Met:** (Yes/No/conditional/N/A) **YES**

The Applicants have met the Chapter 14 procedural requirements for re-zoning, including holding an Early Neighborhood Notification Meeting, posting and mailing of notification requirements, and submitting required application submittals including a Traffic Impact Analysis. The Applicant is not requesting any variances.	
Criterion 3 [14-3.5(C)(1)(c)]: the rezoning is consistent with the applicable policies of the General Plan, including the future land use map;	**Criterion Met:** (Yes/No/conditional/N/A) **YES**
The Applicant requests a change to the Future Land Use Map to create consistency with the proposed zoning. As detailed already in this report, the SWAMP designates a lot of land in this area as Institutional. A large amount of land is also designated mixed use. Staff feels that the SWAMP is essentially neutral about residential housing at this density in this area.	
Criterion 4 [14-3.5(C)(1)(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;	**Criterion Met:** (Yes/No/conditional/N/A) **YES**
The City has not previously made a concerted effort to track the rate and location of growth over time. The proposed rezoning exceeds the two acre threshold below which rezonings will not be considered (14-3.5(C)(2)(b)).	
Criterion 5 [14-3.5(C)(1)(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.	**Criterion Met:** (Yes/No/conditional/N/A) **YES**
A traffic impact analysis was performed to assess the impact of the additional traffic anticipated to be generated by the proposed development. Levels of service did not change at any of the intersections studied. The Applicant will make road improvements to his property, as well as significant off site sidewalk improvements. Water and sewer are readily available in both Geo Lane and Buffalo Grass Road. The SWAMP calls for a park in the area, but farther to the east of the subject property. Full DRT review indicated that infrastructure would be able to absorb the impacts of the proposed development.	
Criterion 6 [14-3.5(C)(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;** **(c) or benefit one or a few landowners at the expense of the surrounding landowners or general public.**	**Criterion Met:** (Yes/No/conditional/N/A) **YES**
(a) The proposed change in use will result in a new single family, detached home development which will be consistent with the prevailing use and character in the area. (b) The proposed rezoning is well over the two acre threshold. (c) The proposed subdivision is for 48 lots, four lots less than the proposed R-6 zoning would	

actually allow. Furthermore, the proposal would create lots with a minimum size of nearly 5,000 square feet, including five lots at around 6,000 square feet or greater and two lots at over 7,700 square feet. As minimum lot size is 4,000 square feet, most all of the proposed lots would be at least 25% larger than the minimum. The proposed subdivision includes several roads wide enough to allow for on-street parking so that there is not spillover to Geo Lane or Buffalo Grass Road. Given all this, the development does not come at the expense of the general public.	
Criterion 7 [14-3.5(D)(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;	**Criterion Met:** (Yes/No/conditional/N/A) **YES**
DRT review indicated that road and utility infrastructure would be able to handle the proposed density. The Applicant will make road improvements to their property, as well as extensive off site sidewalk improvements.	
Criterion 8 [14-3.5(D)(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.	**Criterion Met:** (Yes/No/conditional/N/A) **YES**
The Applicant will make road improvements to their property, as well as extensive off site sidewalk improvements. The developer will cooperate and participate wholly or in part with any applicable costs of construction in addition to impact fees.	

IX. EARLY NEIGHBORHOOD NOTIFICATION

An ENN was held for Development Plan on January 31, 2019. Approximately ten members of the public attended; only seven signed in. Sign in sheets and ENN notes are included as Exhibit D.

X. ATTACHMENTS:

EXHIBIT A:
1. Technical Corrections
2. Draft Findings of Fact/Conclusions of Law

EXHIBIT B: Development Review Team Memoranda
1. Traffic Engineering Division Memorandum, John Romero, P.E
2. Fire Department Memorandum, Reynaldo Gonzales
3. Technical Review Memorandum, Nick Schiavo, P.E.
4. Wastewater Division Memorandum, Stan Holland, P.E.
5. Water Engineering Division Memorandum, Dee Beingessner

EXHIBIT C: Maps and Photos
1. Future Land Use Map
2. Current Zoning Map
3. Aerial Photo
4. Street Views

EXHIBIT D: Early Neighborhood Notification
1. ENN Sign-In Sheets
2. ENN Packet
3. Meeting Notes
4. Comments Received

EXHIBIT E: Applicant Materials
1. Application Submittals
2. Traffic Impact Study Summary
3. Proposed Subdivision

APPROVED BY:

Title	Name	Initials
Land Use Division Director	Carol Johnson	
Land Use Planner Manager	Noah Berke	
Land Use Department Case Manager	Lee Logston	

City of Santa Fe, New Mexico

Exhibit C

Maps and Photos

1. **Future Land Use Map**
2. **Current Zoning Map**
3. **Aerial Photo**
4. **Street Views**

Exhibit C1: Future Land Use Map

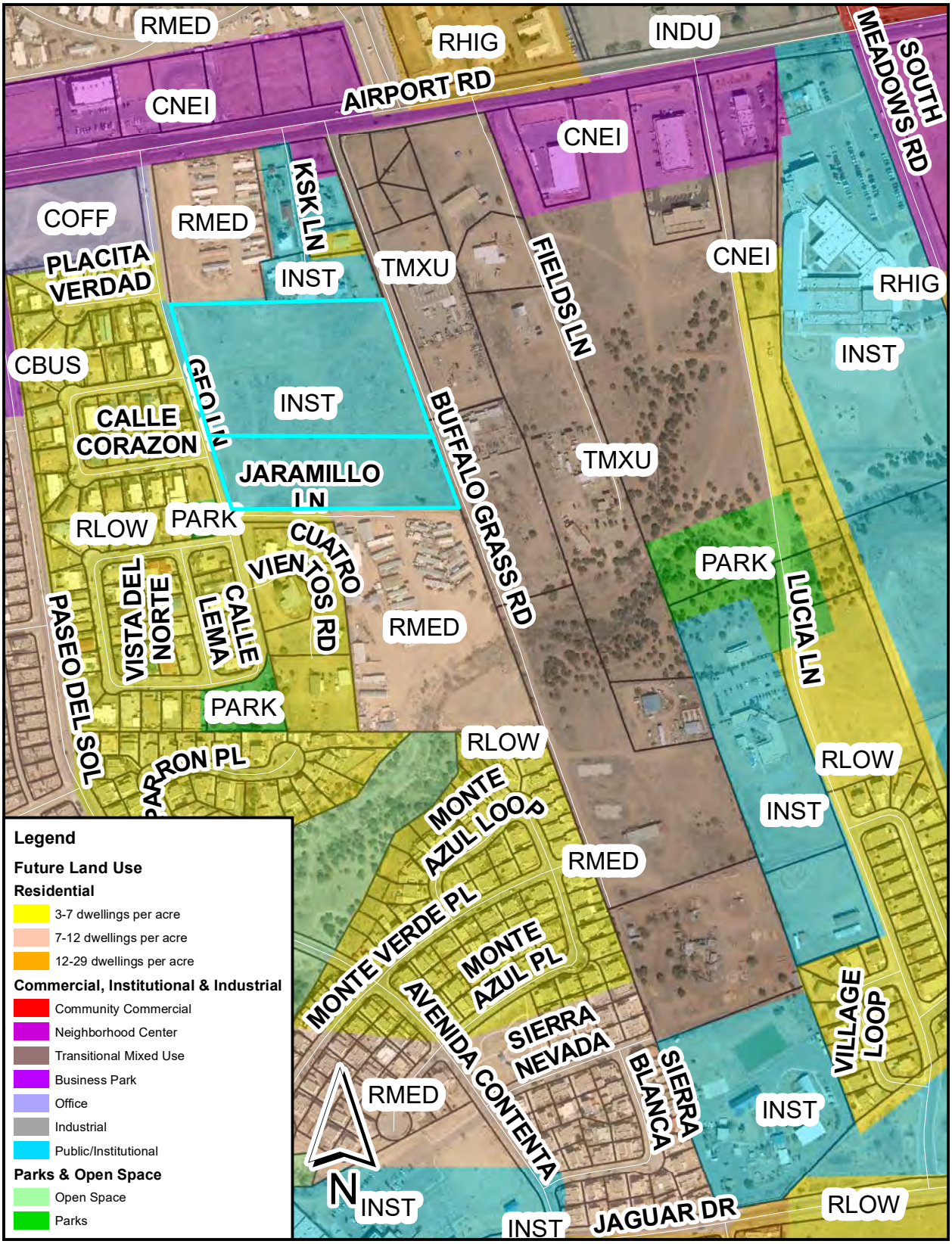


Exhibit C2: Current Zoning Map

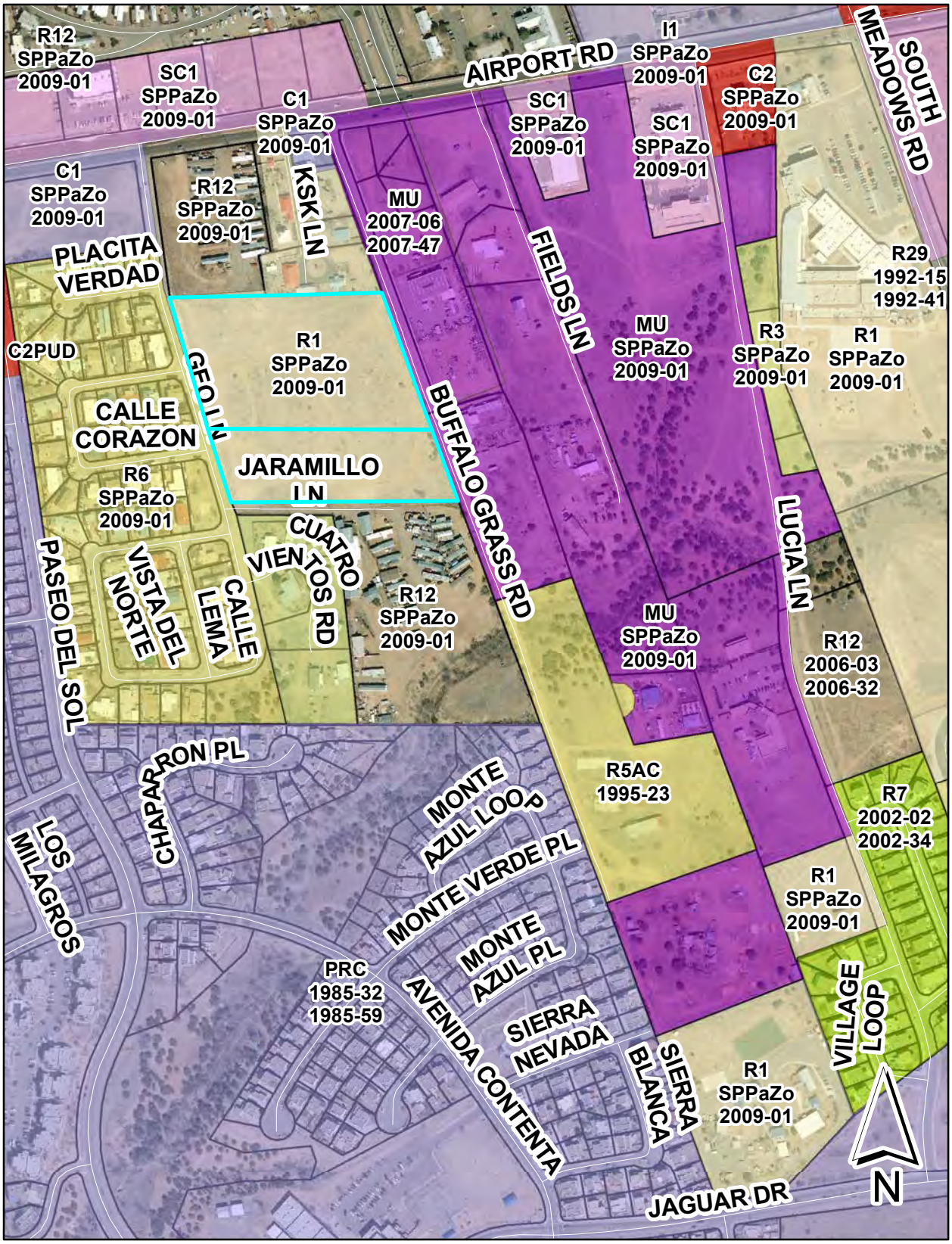


Exhibit C3: Aerial View



Exhibit C4: Street Views

Looking up Geo Lane toward Airport Road, from northwest corner of property.



Looking north on Buffalo Grass Road from southeast corner of property. Road to be built.



Looking across property from northeast corner.



City of Santa Fe, New Mexico

Exhibit D

Early Neighborhood Notification

1. ENN Sign-in Sheets
2. ENN Packet
3. Meeting Notes
4. Comments Received

LIST TO EVIDENCE

City of Santa Fe
Early Neighborhood Notification Meeting
Sign-In Sheet

Project Name: **Meeting Date:**

Meeting Place: **Meeting Time:**

Applicant or Representative Check Box below

↓		Name	Address	Email
☐	1	Debra Snyderman	3810 KSK Lane	
☐	2	AL JARAMILLO PE	6301 JARAMILLO LN	jaramillo501@aol.com
☐	3	Martha Rodriguez	607 Cristo Rey	marthasantafe@aol.com
☐	4	Melissa Trautmann	210 Calle Lenca	None
☐	5	Connie Amenzar	210 Calle Lenca	None
☒	6	Helen M. Chavez	214 Calle Lenca	none
☐	7			
☐	8			
☐	9			
☐	10			
☐	11			
☐	12			

EXHIBIT B1

For City use: I hereby certify that the ENN meeting for the above named project took place at the time and place indicated.

LEE LOGSTON
Printed Name of City Staff in Attendance

Signature of City Staff in Attendance

1-31-2019
Date

This sign-in sheet is public record and shall not be used for commercial purposes.

EXHIBIT B1

GEO LANE PARK
P.O Box 1523
Santa Fe, NM 87504
505-690-8098

EARLY NEIGHBORHOOD NOTIFICATION MEETING

January 15th, 2019

Dear Neighbor,

Geo Lane Park Partners - John Reeder, Luis Olivas, and Hassan Salam - are requesting the re-zoning of the 8.589 acres at 4000 & 4100 Geo Lane from R-1 to R-6, and are also requesting a General Plan Amendment from Institutional to Low Density Residential, both for the purpose of a proposed affordable housing development of single family residences.

In accordance with the requirements of the City of Santa Fe's Early Neighborhood Notification regulations, this is to inform you that a meeting is scheduled for:

Time: **6:00 PM**
When: **Thursday, January 31st.**
Where: **Santa Fe Public Library - Southside Branch**
6599 Jaguar Drive
Santa Fe, NM 87507

Early Neighborhood Notification is intended to provide for an exchange of information between prospective applicants for development projects and the project's neighbors before plans become too firm to respond meaningfully to community input.

Attached, please find a vicinity map and proposed site plan. If you have any questions or comments, please contact John Reeder: 505-690-8098 or johndreeder@gmail.com

Sincerely,

John Reeder

***Persons with disabilities in need of special accommodations or the hearing impaired needing an interpreter please contact the Land Use Department (955-6820) 5 days prior to the hearing or meeting date.**

ENN GUIDELINES

Applicant Information

Project Name: Geo Lane Park

Name: Reeder (Last) John (First) D (M.I.)

Address: 821 A Gonzales Rd (Street Address) (Suite/Unit #)

Santa Fe, NM (City) 87501 (State) (ZIP Code)

Phone: (505) 690-8098 E-mail Address: johndreeder@gmail.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 Geo Lane Park will be a residential subdivision, primarily single story, detached family residences. The effect on the character and appearance of the surrounding neighborhoods will be to improve the overall residential quality and character. The density will be no greater than the adjoining development to the West and substantially less than the densities of the adjoining developments to the North and South.

(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.***

Currently, the 8.589 acres for the proposed development is vacant land, sparsely dotted with a few small trees and numerous shrubs and cactus. The relatively flat land is criss-crossed by some dirt tracks. There are no significant features such as rock formations, rivers, arroyos, etc., and no public easements or facilities.

(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.***

There are no known Pre-Historic, Historic, Archeological, or Cultural sites or Structures located on the property. There are no acequias on the property and it is many miles from the historic downtown Santa Fe area.

(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 proposed development is intended to follow the requirements of the City's General Plan for re-zoning requests and to continue to follow the City's requirements as to Code compliance as the development progresses. The proposed zoning and density meets the City's General Plan Land Uses and Densities guidelines and is appropriate for the surrounding area and will be in proper relationship to the adjoining neighbors.

(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.***

The proposed development will add to vehicle and pedestrian traffic on Geo Lane and Buffalo Grass Rd. from the development North to Airport Rd., and then East and West along Airport Rd. A traffic study by the City will determine what measures, if any, will be required to mitigate this impact.

(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 proposed development will provide temporary jobs for the construction phase of the project, leading to an additional population base of 48 families. This population increase will help support existing and new businesses in the Airport Rd. corridor , as well as the greater Santa Fe City area. The City and the County will both see an increase in property tax revenue from the development.

(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 proposed development will result a significant addition of permanent affordable housing units to the City's housing supply. Such units are currently in short supply and the project will provide many lower income families of different ages and mixes with a badly needed local option for a relatively affordable home within the City.

(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.***

Although the proposed project will result in additional impact on City infrastructure and services, including Fire and Police protection, School and City transportation services, as well as City and private utility services, these impacts will be minimized due to the infill nature of the development. All utilities are quite close to the project and no extensions of sewer or water distribution lines, or other infrastructure will be necessary.

(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.***

The proposed addition of 48 new single homes will result in additional consumption of water by the families who live in the homes. However, the City of Santa Fe has offset requirements in place for new homes via conservation measures and fees so as to minimize any such impact and to help provide for increases in the water supply. As mentioned in (h) above, no new water distribution lines will be necessary because of the infill nature of the proposed development.

(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 proposed project is a small scale residential development and will not require the master planning of mixed land uses. Sidewalks with ramps will be incorporated throughout the subdivision on both sides of all roads for the safe use by pedestrians.

(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.***

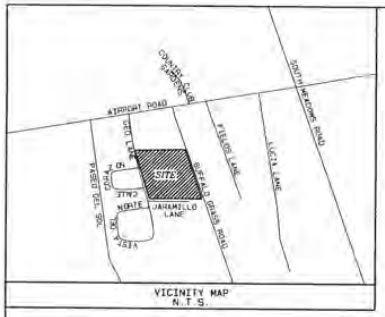
As mentioned in (h) and (i) above, the proposed project will be an infill development and as such will conformwith the City's General Plan goals for such development. Because the proposed project has existing residential developments on 3 sides the proposed zoning and density is highly appropriate and shall compliment it's urban form.

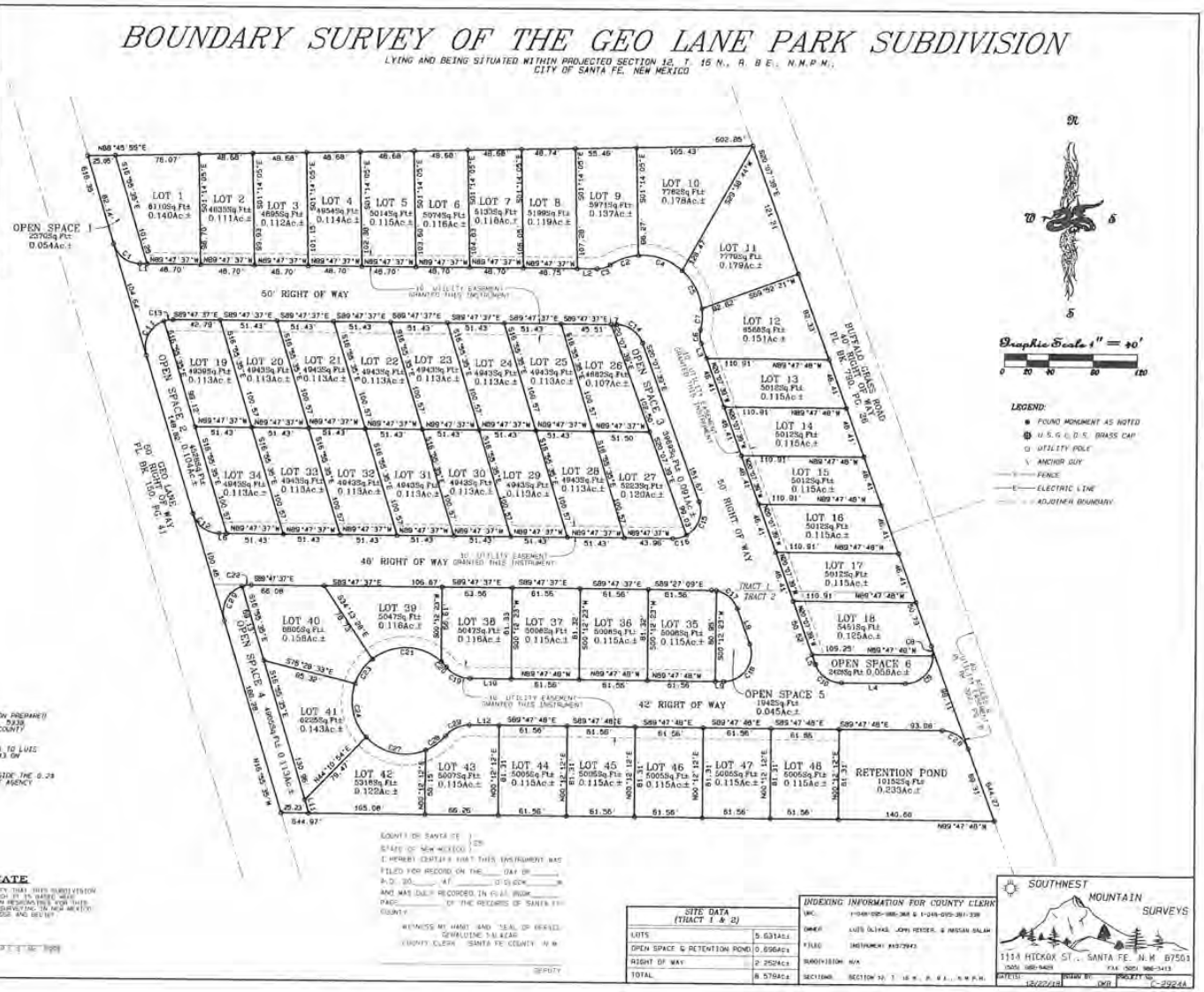
(l) ADDITIONAL COMMENTS (optional)

EXHIBIT B1

BOUNDARY SURVEY OF THE GEO LANE PARK SUBDIVISION

LYING AND BEING SITUATED WITHIN PROJECTED SECTION 12, T. 16 N., R. 8 E., N.M.P.M.,
CITY OF SANTA FE, NEW MEXICO





BOUNDARY DATA CHART

LINE	ARC	CHORD BEARING	RADIUS	DELTA	CHORD
L1	6.78'	N89°47'37"W			
C1	31.79'	N53°21'36"W	25.00'	72°52'02"	29.69'
C2	27.25'	S70°58'21"W	54.00'	28°54.47"	26.96'
C3	12.34'	S73°22'12"W	21.00'	33°40'22"	12.16'
L2	18.07'	N89°47'37"W			
C4	43.02'	N71°43'44"W	54.00'	45°38'48"	41.89'
C5	39.47'	N27°57'52"W	54.00'	41°53'01"	38.60'
L3	14.45'	N20°07'39"W			
C6	12.34'	N03°17'28"W	21.00'	33°40'22"	12.16'
C7	19.38'	N03°15'43"E	54.00'	20°34'04"	19.28'
C8	8.87'	S09°57'44"E	25.00'	20°19'51"	8.82'
C9	39.27'	S45°12'12"W	25.00'	90°00'00"	35.35'
L4	57.59'	N89°47'48"W			
C10	30.40'	N54°57'44"W	25.00'	69°40'09"	28.56'
L5	9.26'	N20°07'39"W			
C11	38.38'	N27°03'23"E	25.00'	87°57'56"	34.72'
L6	6.78'	N89°47'37"W			
C12	31.79'	N53°21'36"W	25.00'	72°52'02"	29.69'
C13	8.36'	N86°37'22"E	25.00'	19°10'02"	8.32'
L7	5.00'	S89°47'37"E			
C14	30.40'	S54°57'38"E	25.00'	69°39'58"	28.56'
C15	35.25'	S20°16'09"W	25.00'	80°47'35"	32.40'
C16	12.89'	S75°26'10"W	25.00'	29°32'27"	12.75'
C17	26.11'	S56°09'54"E	25.00'	59°50'29"	24.94'
L8	33.40'	S26°07'39"E			
C18	48.14'	S35°02'15"W	25.00'	110°19'51"	41.04'
L9	7.34'	N89°47'48"W			
L10	37.52'	N89°47'48"W			
C19	24.36'	N64°52'11"W	28.00'	49°51'15"	23.60'
C20	8.66'	N43°55'01"W	48.00'	7°56'54"	8.65'
C21	67.63'	N88°15'27"W	48.00'	80°43'58"	62.16'
C22	8.36'	N80°37'22"E	25.00'	19°10'02"	8.32'
C23	27.37'	S35°59'20"W	48.00'	32°40'11"	27.00'
C24	51.99'	S32°19'18"E	48.00'	62°03'21"	49.48'
C25	30.40'	S54°57'44"E	25.00'	69°40'09"	28.56'
C26	38.38'	N27°03'23"E	25.00'	87°57'56"	34.72'
L11	12.61'	N19°55'35"W			
C27	58.25'	S78°07'03"E	48.00'	69°32'09"	54.74'
C28	22.42'	N33°43'55"E	48.00'	26°45'56"	22.22'
C29	24.36'	N65°36'34"E	28.00'	49°51'15"	23.60'
L12	26.99'	S89°47'48"E			

NOTES:

1. BASIS OF BEARING IS TAKEN DIRECTLY FROM PLAT ENTITLED "LAND DIVISION PREPARED FOR PRAISE TABERNACLE" PREPARED BY BERNIE A. ALARID, N.M.P.L.S. NO. 5338, RECORDED IN BOOK 666, PAGE 21 ON OCTOBER 10, 2007 AT THE SANTA FE COUNTY CLERK'S OFFICE.
2. REFER TO WARRANTY DEED, FREEDOM CHURCH PRAISE TABERNACLE CHURCH FKA TO LUIS OLIVAS, JOHN REEDER, & HASSAN SALAM, RECORDED AS INSTRUMENT #1813043 ON NOVEMBER 30, 2018 AT THE SANTA FE COUNTY CLERK'S OFFICE.
3. LANDS SHOWN HEREON LIE WITHIN ZONE X1 - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM MAP 35049C0393D, DATED JUNE 17, 2008.

SURVEYOR'S CERTIFICATE

I, ANTONIO R. NORMAN, N.M.P.E.L.S. No. 17008 DO HEREBY CERTIFY THAT THIS SUBDIVISION SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION, THAT I AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

ANTONIO R. NORMAN N.M.P.E.L.S. No. 17008

COUNTY OF SANTA FE)
STATE OF NEW MEXICO)
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THE ____ DAY OF ____, A.D. 20__ AT ____ O'CLOCK ____ M. AND WAS DULY RECORDED IN FILE BOOK ____ PAGE ____ OF THE RECORDS OF SANTA FE COUNTY.
WITNESS MY HAND AND SEAL OF OFFICE
GERALDINE SALAZAR
COUNTY CLERK, SANTA FE COUNTY, N.M.
DEPUTY

SITE DATA (TRACT 1 & 2)	
LOTS	5.631Ac.±
OPEN SPACE & RETENTION POND	0.696Ac.±
RIGHT OF WAY	2.252Ac.±
TOTAL	8.579Ac.±

INDEXING INFORMATION FOR COUNTY CLERK	
SEC.	T-16N-R8E-SEC 36 & T-15N-R8E-SEC 1
OWNER	LUIS OLIVAS, JOHN REEDER, & HASSAN SALAM
FILED	INSTRUMENT #1813043
SUBDIVISION	N/A
SECTION	SECTION 12, T. 16 N., R. 8 E., N.M.P.M.

SOUTHWEST MOUNTAIN SURVEYS
1114 HICKOK ST., SANTA FE, N.M. 87501
(505) 660-6429 FAX (505) 466-1413
DATE(S): 12/27/18 DRAWN BY: DWB JOB/FILE NO.: C-2924A

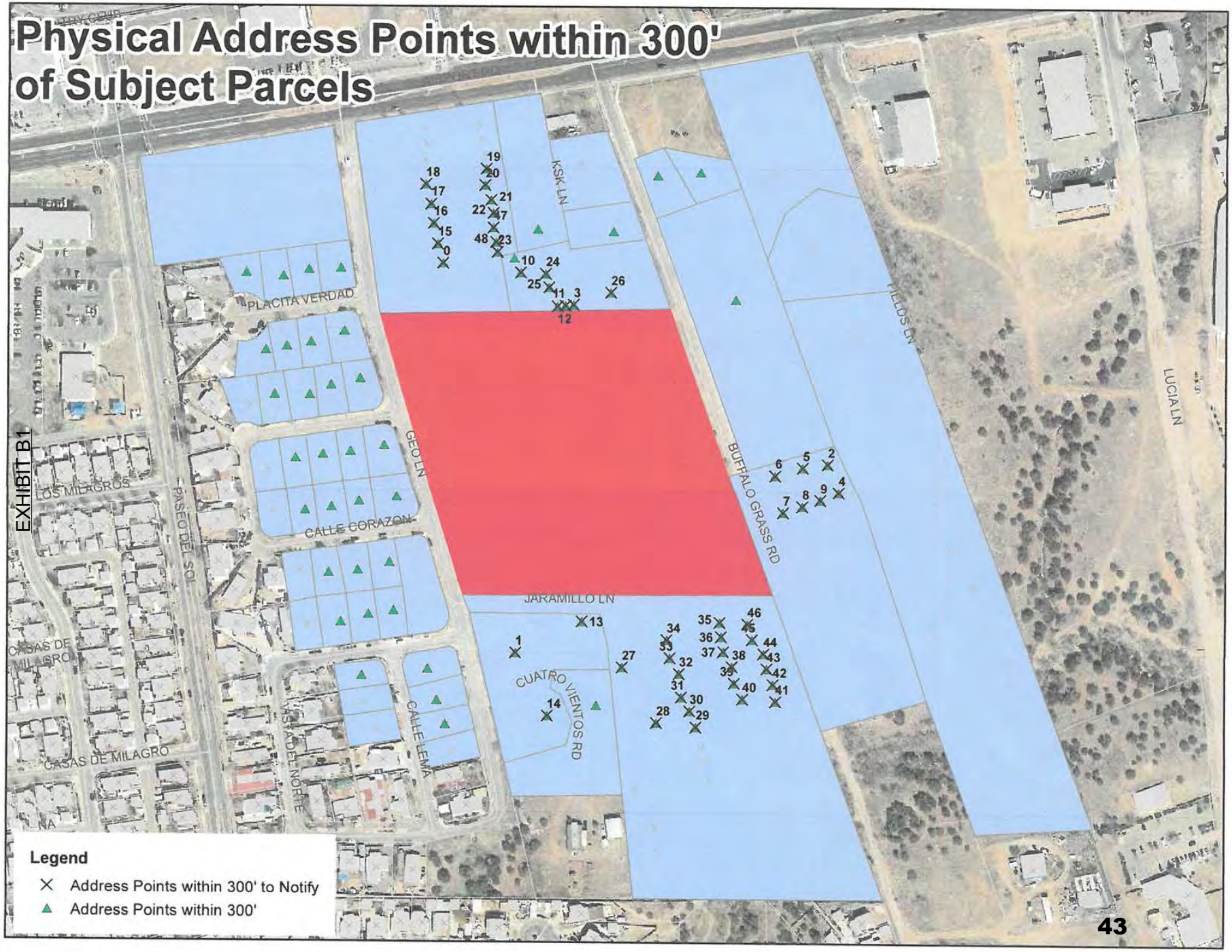

Physical Address Points within 300' of Subject Parcels
EXHIBIT B1
PLACITA VERDAD
KSK LN
GEO LN
PASEO DEL SOL
LOS MILAGROS
CALLE CORAZON
CASAS DE MILAGRO
CASAS DE MILAGRO
CASA DEL NORTE
CALLE LEMA
JARAMILLO LN
CUATRO VIENTOS RD
BUFFALO GRASS RD
FIELDS LN
LUCIA LN
Legend
Address Points within 300' to Notify
Address Points within 300'

EXHIBIT B1

CHAVEZ, HELEN N
214 CALLE LEMA
SANTA FE, NM 87507

PADILLA, PATRICIA A
PO BOX 4055
SANTA FE, NM 87502

KAGYU, SHENPEN KUNCHAB
3777 KSK LANE
SANTA FE, NM 87507

GARCIA, BARBARA G
117 CALLE CORAZON
SANTA FE, NM 87507-3094

GONZALES, STEVE AKA JOSEPH S & BERNADETTE GONZALES
SANTA FE, NM 87507

BRUTSCHE, HANS E & ETAL
PO BOX 6284
SCOTTSDALE, AZ 85261-6284

ARAGON, MARCELO
118 PLACITA VERDAD
SANTA FE, NM 87507

RODRIGUEZ, CALIXTO I & LOURDES RIOS
118 CALLE CORAZON
SANTA FE, NM 87507

ROMERO, CLARA B
152 CALLE CORAZON
SANTA FE, NM 87505

VARGAS, MARTIN T & JOANN J
113 CALLE CORAZON
SANTA FE, NM 87507

WUORINEN, JAMES A
109 PLACITA VERDAD
SANTA FE, NM 87507

LOPEZ, VIRGINIA R
110 PLACITA VERDAD
SANTA FE, NM 87505

MENDEZ, MANUEL D
PO BOX 2435
SANTA FE, NM 87504-2435

ROMERO, CECILIA
153 CALLE CORAZON
SANTA FE, NM 87507

ULIBARRI, FRANK E & MATTIE
8454 S VIA DE ROBERTO
TUCSON, AZ 85747-5018

LUCERO, DOROTHY
109 CALLE CORAZON
SANTA FE, NM 87505

CASTILLO, JOSE L
113 VISTA DEL NORTE
SANTA FE, NM 87505

ROMERO, ANGIE G & TERRENCE J
1011 VELARDE RD A
SANTA FE, NM 87507

ORNELAS, VICTOR & SANDRA
47 AVE JULIANA
SANTA FE, NM 87507

ARCHULETA, SUSANO S
110 CALLE CORAZON
SANTA FE, NM 87501

HOLMES, WILBERT A & KATHY E
157 CALLE CORAZON
SANTA FE, NM 87505

PEREZ, JOSE L & CRICELIA
160 CALLE CORAZON
SANTA FE, NM 87505

GALLEGOS, ANNA MARIE
105 CALLE CORAZON
SANTA FE, NM 87507-3094

DOMINGUEZ, NICHOLAS A & LORA
109 VISTA DEL NORTE
SANTA FE, NM 87505

BACA, GILBERT
3993 AGUA FRIA ST
SANTA FE, NM 87507-9202

FEDERAL NATIONAL MORTGAGE ASSOCATION
14221 DALLAS PARKWAY STE 1000
DALLAS, TX 75254-2916

GALLEGOS, RONALD R
106 CALLE CORAZON
SANTA FE, NM 87501

HUTCHINS, BETHYNE S
161 CALLE CORAZON
SANTA FE, NM 87507

OCHOA, NIDIA YANETH TRUSTEE
106 VISTA DEL NORTE
SANTA FE, NM 87507

HERRERA, JOSE LUIS BERNAL & CLEMENCIA CISNEROS-OLIVAS
164 CALLE CORAZON
SANTA FE, NM 87507-3093

EXHIBIT B1

GUTIERREZ, ROBERT E & PHYLLIS
101 CALLE CORAZON
SANTA FE, NM 87507

MUNOZ, RAQUEL & JUAN ESCAMILLA CARDONA
205 CALLE LEMA
SANTA FE, NM 87507

KAVANAUGH, ARTHUR
105 VISTA DEL NORTE
SANTA FE, NM 87507

ROMO-PEREA, JORGE H & MARIA DE LOS ANGEL
103 NORTHFORK
SANTA FE, NM 87508

CASTILLO, IGNACIA PENA
102 CALLE CORAZON
SANTA FE, NM 87507

PEREZ, FRANCISCO & ANABEL ORONA
165 CALLE CORAZON
SANTA FE, NM 87507-3046

FRANCO, LUIS RAUL & MARIA
168 CALLE CORAZON
SANTA FE, NM 87507

RODRIGUEZ, RODRIGO & ANA
101 VISTA DEL NORTE
SANTA FE, NM 87507

RAMIREZ, JESUS
110 VISTA DEL NORTE
SANTA FE, NM 87505

GEORGE, RONALD E
206 CALLE LEMA
SANTA FE, NM 87505

ALMANZAR, CONSUELO AKA CONNIE ALMANZAR
210 CALLE LEMA
SANTA FE, NM 87507-3015

WEST MEADOW S/D C/O B&E DEVELOP CORP
PO BOX 2046
SANTA FE, NM 875012046

KAGYA, SHENPEN KUNCHAB
3777 KSK LANE
SANTA FE, NM 87507

RODRIGUEZ, MARTHA J
6077 CUATRO VIENTOS RD
SANTA FE, NM 87507

KAYGU SHENPEN KUNCHAB BUDDIST CTR
3777 KSK LANE
SANTA FE, NM 87507

RODRIGUEZ, JESUS R & ROSEMARY
PO BOX 29743
SANTA FE, NM 87592

SNYDERMAN, DEBRA B
3810 KSK LANE
SANTA FE, NM 87507

ASI LA MAR TRAILER PARK
6301 JARAMILLO LN
SANTA FE, NM 87507

BUFFALO GRASS LLC C/O ROSALBA REYES
187 A SUNRISE RD
SANTA FE, NM 87507

BUFFALO GRASS LLC-C/O FLORENCIO A MALDONADO & MARIA G R SEPULVEDA
6151 AIRPORT RD SPC 142
SANTA FE, NM 87507

WESTON, DELL & MARIA C
3842 BUFFALO GRASS RD
SANTA FE, NM 87507

DIAZ, ELIAS & LORENA
3919 CALLE CHUPAROSA
SANTA FE, NM 87505

JACKHAMMER ASSOCIATES C/O YABLON
P O BOX 1794
SANTA FE, NM 87504

DIAZ, ELIAS & LORENA
3919 CALLE CHUPAROSA
SANTA FE, NM 87505

MONTOYA, RACHEL K
3974 FIELDS LN
SANTA FE, NM 87507

Current Owner or Resident
6274 AIRPORT RD SP 10
Santa Fe, NM 87507

Current Owner or Resident
6077 A CUATRO VIENTOS RD
Santa Fe, NM 87507

Current Owner or Resident
3920 BUFFALO GRASS RD SUITE A
Santa Fe, NM 87507

Current Owner or Resident
3840 KSK LN A
Santa Fe, NM 87507

Current Owner or Resident
3938 BUFFALO GRASS RD SUITE 6
Santa Fe, NM 87507

EXHIBIT B1

Current Owner or Resident
3920 BUFFALO GRASS RD SUITE B
Santa Fe, NM 87507

Current Owner or Resident
3920 BUFFALO GRASS RD SUITE C
Santa Fe, NM 87507

Current Owner or Resident
3938 BUFFALO GRASS RD SUITE 3
Santa Fe, NM 87507

Current Owner or Resident
3938 BUFFALO GRASS RD SUITE 4
Santa Fe, NM 87507

Current Owner or Resident
3938 BUFFALO GRASS RD SUITE 5
Santa Fe, NM 87507

Current Owner or Resident
3823 KSK LN
Santa Fe, NM 87507

Current Owner or Resident
3840 KSK LN B
Santa Fe, NM 87507

Current Owner or Resident
3840 KSK LN C
Santa Fe, NM 87507

Current Owner or Resident
6077 B CUATRO VIENTOS RD
Santa Fe, NM 87507

Current Owner or Resident
6082 CUATRO VIENTOS RD
Santa Fe, NM 87507

Current Owner or Resident
6274 AIRPORT RD SP 11
Santa Fe, NM 87507

Current Owner or Resident
6274 AIRPORT RD SP 12
Santa Fe, NM 87507

Current Owner or Resident
6274 AIRPORT RD SP 13
Santa Fe, NM 87507

Current Owner or Resident
6274 AIRPORT RD SP 14
Santa Fe, NM 87507

Current Owner or Resident
6274 AIRPORT RD SP 6
Santa Fe, NM 87507

Current Owner or Resident
6274 AIRPORT RD SP 5
Santa Fe, NM 87507

Current Owner or Resident
6274 AIRPORT RD SP 4
Santa Fe, NM 87507

Current Owner or Resident
6274 AIRPORT RD SP 3
Santa Fe, NM 87507

Current Owner or Resident
6274 AIRPORT RD SP 18
Santa Fe, NM 87507

Current Owner or Resident
3829 KSK LN B
Santa Fe, NM 87507

Current Owner or Resident
3829 KSK LN A
Santa Fe, NM 87507

Current Owner or Resident
3834 KSK LN
Santa Fe, NM 87507

Current Owner or Resident
6301 JARAMILLO LN
Santa Fe, NM 87507

Current Owner or Resident
6311 JARAMILLO LN SP 27
Santa Fe, NM 87507

Current Owner or Resident
6311 JARAMILLO LN SP 19
Santa Fe, NM 87507

Current Owner or Resident
6311 JARAMILLO LN SP 18
Santa Fe, NM 87507

Current Owner or Resident
6311 JARAMILLO LN SP 17
Santa Fe, NM 87507

Current Owner or Resident
6311 JARAMILLO LN SP 16
Santa Fe, NM 87507

Current Owner or Resident
6311 JARAMILLO LN SP 15
Santa Fe, NM 87507

Current Owner or Resident
6311 JARAMILLO LN SP 14
Santa Fe, NM 87507

EXHIBIT B1

Current Owner or Resident
6311 JARAMILLO LN SP 2
Santa Fe, NM 87507

Current Owner or Resident
6311 JARAMILLO LN SP 3
Santa Fe, NM 87507

Current Owner or Resident
6311 JARAMILLO LN SP 4
Santa Fe, NM 87507

Current Owner or Resident
6311 JARAMILLO LN SP 5
Santa Fe, NM 87507

Current Owner or Resident
6311 JARAMILLO LN SP 6
Santa Fe, NM 87507

Current Owner or Resident
6311 JARAMILLO LN SP 7
Santa Fe, NM 87507

Current Owner or Resident
6311 JARAMILLO LN SP 8
Santa Fe, NM 87507

Current Owner or Resident
6311 JARAMILLO LN SP 9
Santa Fe, NM 87507

Current Owner or Resident
6311 JARAMILLO LN SP 10
Santa Fe, NM 87507

Current Owner or Resident
6311 JARAMILLO LN SP 11
Santa Fe, NM 87507

Current Owner or Resident
6311 JARAMILLO LN SP 12
Santa Fe, NM 87507

Current Owner or Resident
6311 JARAMILLO LN SP 13
Santa Fe, NM 87507

Current Owner or Resident
6274 AIRPORT RD SP 2
Santa Fe, NM 87507

Current Owner or Resident
6274 AIRPORT RD SP 1
Santa Fe, NM 87507

EXHIBIT B1

City of Santa Fe
Land Use Department
Early Neighborhood Notification Meeting Notes

Project Name	Geo Lane Rezone & General Plan Amendment
Project Location	4000 & 4001 Geo Lane
Project Description	Rezone and General Plan Amendment for 49 Lot Subdivision
Applicant / Owner	John Reeder, Luis Olivas
Agent	Jenkins Gavin
Pre-App Meeting Date	December 27, 2018
ENN Meeting Date	January 31, 2019
ENN Meeting Location	Southside Library, 6599 Jaguar Drive
Application Type	Rezone and General Plan Amendment
Land Use Staff	Lee Logston
Other Staff	
Attendance	Lee Logston, John Reeder & Hassan Salam (applicants),seven + members of the public (some did not sign in)

Notes/Comments:

Lee Logston called the meeting at 6:00 PM. Mr. Logston briefly explained the nature of the application and type of land use approval, and that it would go on to City Council. Mr. Logston explained that while a proposed plat was being shown tonight, it was not part of the application now, and it would come to Planning Commission for preliminary and final approval. So, assuming approval of all elements, this project would go through a total of four public hearings, and each will have notification and opportunity for public input. Mr. Logston then introduced Mr. Reeder who gave a brief summary of his proposal.

Residents had many concerns and complaints about other nearby developments, growth in general, crime, or concerns which were not directly related to the proposal. Mr. Logston repeatedly tried to get residents to focus on the project proposed now.

Over all, residents feel that there are too many homes in the area already, and that traffic is already bad. Specifically, they felt that Geo Lane and Buffalo Grass Circle were not capable of carrying more traffic, and that right-in/right-out connections to Airport Road were inadequate. Several residents asked whether a traffic impact study would be required. Both Mr. Reeder

and Mr. Logston answered that one would be required, and that the study would make recommendations for mitigating traffic if warranted. General discussion of traffic, speeding drivers in their neighborhoods, road width, and access to Airport Road ensued. A traffic signal at Geo Lane and Airport Road was proposed.

The difference between mobile homes and manufactured homes was discussed, with a focus on how manufactured homes anchor to the ground. Residents wavered between supporting affordable development and concern over the character of an affordable neighborhood. There was general discussion of the amount of manufactured homes in the area and how the area would age over time.

Several of the residents specifically suggested that fewer homes would be desirable over the density proposed. Mr. Logston pointed out that it could be a possibility that the Planning Commission could recommend lower density, and or the Council might approve it at a different density.

There was some skepticism about notification and mailing, and Mr. Logston agreed to send a list of residents and owners who were noticed to all residents who left their email addresses on the sign in sheet.

The meeting was adjourned at 7:15 PM.

EXHIBIT B1

LOGSTON, LEE R.

From: jaramillo501@aol.com
Sent: Thursday, January 24, 2019 5:05 PM
To: LOGSTON, LEE R.
Subject: Geo Lane Park notification meeting (dispute)

Land use Department,

I'm writing my concerns of the new proposed development.

My first concern is the amount of 50 housing mobile homes designated for the property off Geo Lane for development. That is way too many
mobile homes in the area and will increase the traffic flow with existing properties with only a right turn exits onto airport rd. The City would have to put up street lights on both Geo Lane and Buffalo Grass rd that intersect with Airport rd. The other proposed development is for 48 apartments units in already in progress off Buffalo Grass rd that also adds to the traffic flow. I'm a owner south of the proposed property and was denied further development. If this Geo Lane Park is granted approval for the 50, I will be submitting for further development of more mobile homes for my property. I think the city should limit the proposed property to 25-30 units and not 50 and for the developer to build small recreational parks in the remaining area. I will be showing up to the future meetings on the proposed meetings on this development.

Respectfully Yours,

Al Jaramillo

EXHIBIT B1

LOGSTON, LEE R.

From: Marmika Paskiewicz <marmika@gmail.com>
Sent: Thursday, February 21, 2019 10:44 AM
To: LOGSTON, LEE R.
Subject: Housing development between Geo Lane and Buffalo Grass Road, off Airport Road, behind KSK Buddhist Center

Dear Mr. Logston,
RE: DEVELOPMENT BETWEEN GEO LANE AND BUFFALO GRASS ROAD
First of all, may I say it's a bad idea to cram in 48 residences in the smallest allowable space with no place for walking or play for children, and you know, this will mean over 100 people living there with probably nearly 100 vehicles. Is this what we mean by low-income housing? Forcing groups of people into tight spaces without resources and facilities for families??

SECOND - traffic - A BIG PROBLEM
Airport Road is already one of the most dangerous streets in the city & this adds an extra burden of traffic and equipment in the construction and living phases both.
I feel that I take my life in my hands already every time I go to the Buddhist Center (several times a week for services and to volunteer). I have to make a u-turn at Paseo del Sol because Geo Lane has no u-turns anymore. There is usually a car turning right on red from Paseo (often with a green arrow) as I'm making a U-turn from Airport. They often do not see the u-turns and sometimes rush out without looking either way.
The center medians have caused more trouble for me than they've solved. You can't have right turns on red and u-turns too. They work against each other.
Consider 100 people making u-turns to get to their homes down Geo Lane or Buffalo Grass Road. How many accidents do you think that will cause? Really, Airport Road cannot handle this additional use.

AND THE SOUTHSIDE IMPACT
Residents on the Southside feel that the City does not care about them and is willing to allow anything in this area. (Remember Debbie Jaramillo's famous line about the Westside being a dumping ground for city programs, etc. - well the Southside seems to have taken over that position with this government.)
I believe the development on the Southside should be limited and spaced out like any other area in the city, and that people who have lower incomes shouldn't be relegated to the worst living situations. Let's have low cost housing that suits people and uplifts them, not squeezing them into barely habitable situations. Why isn't there a small playground planned- perhaps a walking trail - and walls to protect residents from road traffic?

There are many other issues as well - such as increased traffic on small roads, increased noise, probable increased tension with a tight population, more police action. The additional noise and traffic will definitely impact the purposes of the Buddhist Center which exists to provide peace and well-being for all.

REALIZE that I am not advocating for no development - just sensible, careful, compassionate development that takes consideration of the community and of the traffic and road use that will be intense.

Many thanks for listening. Please share this with the committee.
-Marmika Paskiewicz
505-603-0118
1829 Hano Road (Casa Alegre)

Lee Loyston,

EXHIBIT B1

As a homeowner @ 3810 KSK Lane of 30 years, a member of the KSK Buddhist Center, a retired teacher and social worker of the Santa Fe Public Schools, a concerned citizen of the Santa Fe area for almost 40 years, and someone who cares about the creation of quality affordable housing, I would like to address those who make the decisions about land use. I invite you to drive around my neighborhood and become aware of recent changes around KSK Lane and Airport and Buffalo Grass Roads that are detrimental to the quality of life here. Add to this, the proposed Geo Lane Park.

I would like to encourage the city of Santa Fe to consider a standard for affordable housing that can be a model for healthy living as well as a desirable community in which to live. Allowing developers to buy property with the sole purpose of cashing out and investing as little as possible is not for the highest good of anyone.

I am researching affordable housing nationwide. A healthy community will be an asset to our city. I believe in the importance of green space, of a place for people to sit and get to know neighbors, of a place to grow food and flowers (small raised bed boxes will do), of a safe space for children to play. Perhaps a small apartment building would allow for quality space or fewer homes, maybe condos. I will continue researching.

The city of Santa Fe land use needs to understand what already exists in this area and how new projects can be integrated. The KSK Tibetan Buddhist Center is a special place. You are all invited to come and see it. We get visitors from around the world. It is a place of meditation and spiritual practice. It is a quiet and safe "mini" community. The current design for Geo Lane Park takes none of this into consideration.

Thank you for listening to these concerns.

Debra Snyderman

505 206-0310

EXHIBIT B1

FOOD TRUCK IN DANGEROUS LOCATION ON AIRPORT RD & KSK LANE



* Neighbor in wheel chair hit by "truck leaving Food Truck — neighbor knocked out of his wheelchair Driver begged him NOT to call police. Driver said he would be deported.

KSK LANE

AIRPORT RD

BUDDHIST RESIDENT OF KSK CENTER

* BUSINESSES THAT ARE PROBLEMS *

"AFFORDABLE HOUSING TRAILERS" ← in front of line of sculptures



(Directly behind Compas TACOS 6161 AIRPORT RD.)

← UNNAMED PARTY CENTER which blasts loud music all hours of the night when rented out for a party, (POLICE make them turn music way down.)

Business * Owned by ANAHI &/or ANDREA #505 629 3754

← BUFFALO GRASS RD →

* Directly behind my house & "Affordable Housing" Trailer Project

EXHIBIT B1



"AFFORDABLE HOUSING PROJECT"

AT

AIRPORT RD

+

BUFFALO GRASS RD.



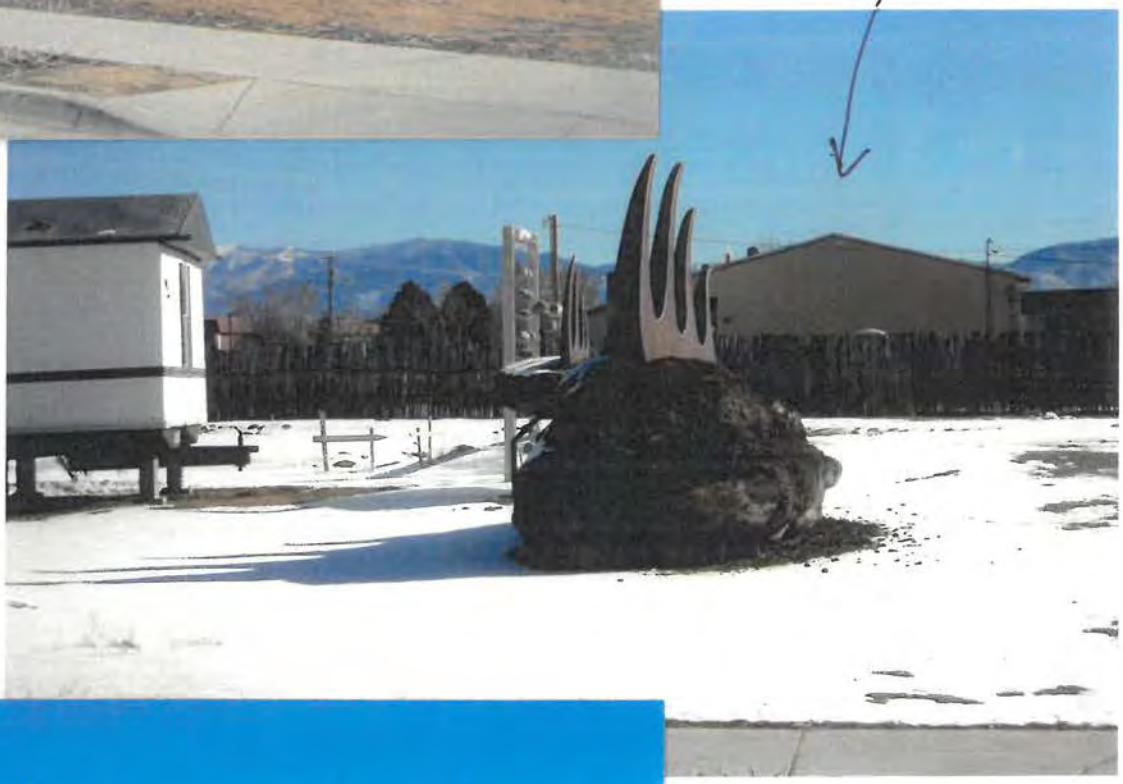


EXHIBIT B1



"AFFORDABLE HOUSING PROJECT"
THIS TRAILER IS (DIRECTLY BEHIND MY HOUSE)

UNNAMED PARTY RENTAL BUSINESS



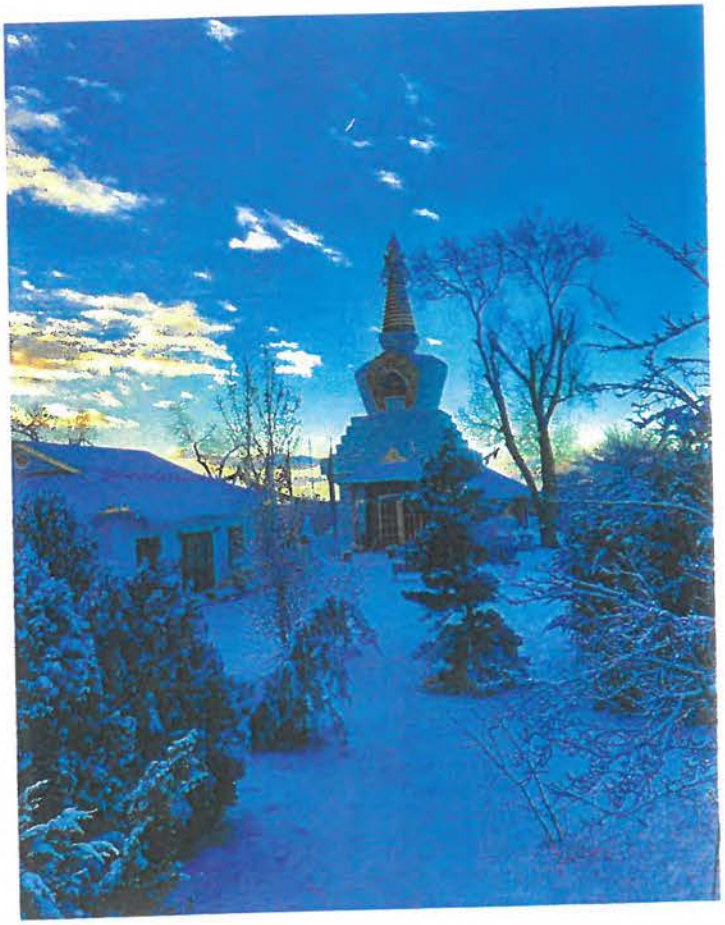


MY HOUSE ON KSK LANE IN BUDDHIST CENTER & BUFFALO GRASS RD. (BOUNDARY BEHIND MY HOUSE)

EXHIBIT B1

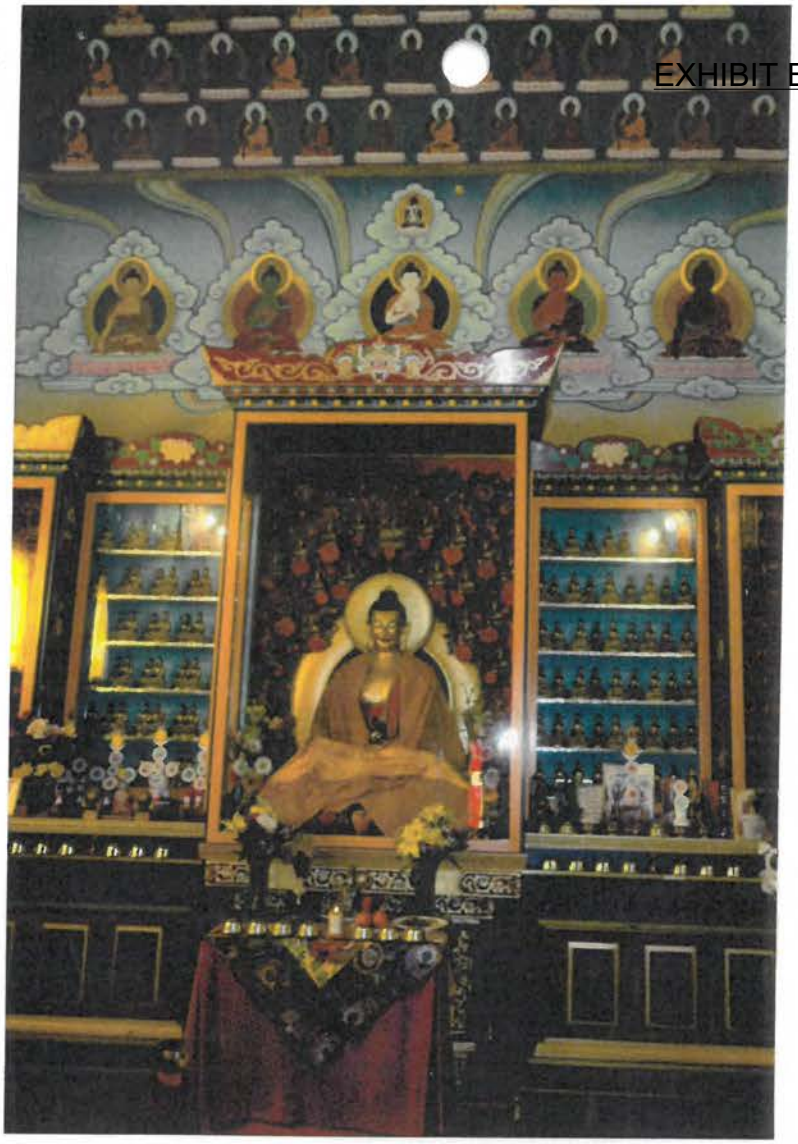






KSK
BUDDHIST
CENTER

AIRPORT RD.
+
KSK LANE



KSK
BUDDHIST
CENTER

* SHRINE INSIDE STUPA

* SHRINE INSIDE GOMPA



EXHIBIT B1



KSK BUDDHIST CENTER FENCE LINE

* PROPOSED GEO LANE PARK -

AFFORDABLE HOUSING PROJECT

REQUESTING 248 Trailers (Manufactured Homes) to be located directly behind fence line.



KSK BUDDHIST CENTER FENCE LINE

City of Santa Fe, New Mexico

Exhibit E

Applicant Materials

1. **Application Submittals**
2. **Traffic Impact Study Summary**
3. **Proposed Subdivision**

EXHIBIT B1

GEO Park, LLC
members
John Reeder + Hassan Salam + Luis Olivas
P.O. Box 1523 Santa Fe, NM 87504

Feb. 19th, 2019

Statement Regarding Approval Criteria

Re: General Plan Amendment Request for 8.659 AC at 4000 & 4100 Geo Lane, Santa Fe, NM

Further to our Statement dated Feb. 12th, 2019 regarding Approval Criteria for the above referenced property, specifically;

Section 14-3.2(E) SFCC 1987

Criteria

1(a)

We believe our proposed development is consistent with the growth projections and economic development goals as set forth in a comprehensive economic development plan for the City of Santa Fe. It is also consistent with existing Land Use conditions, such as the predominately residential nature of the surrounding area, access from existing streets and roads, as well as the availability of other infrastructure such as sewer, water, and public facilities.

1(b)

Our proposed development is also consistent with other parts of the General Plan, such as in 1.7.9 - Urban Form - which states "...promote a compact form and encourage sensitive/compatible infill development". Our proposal is also consistent with the Future Land Use Map and our property is specifically labeled RMED - medium density residential - in figure 2.2.6 of the Southwest Area Master Plan. And the proposed development would create a neighborhood meeting the "walkable" guidelines because it would be within easy walking or driving distance of commercial areas (the Airport Road corridor).

1(c)

The requested Amendment would not;

(i) allow a use or a change that is significantly different from or inconsistent with the prevailing use and character of the area; or

(ii) affect an area of less than 2 acres (proposed development is 8.659 AC)

(iii) benefit one or a few landowners at the expense of the surrounding landowners or the general public (refer to the narrative in 2(c) of our concurrent re-zoning application).

1(d)

N/A

1(e), (f), & (g)

We believe our proposed development will comply with all extraterritorial ordinances and extraterritorial plans where any such ordinances or plans may be applicable, and that the project will positively contribute to the coordinated, adjusted and harmonious development of Santa Fe and that it will be in accordance with existing and future needs best promoting health, safety, morals, order, convenience, prosperity and the general welfare, as well as efficiency and economy in the process of development, due to its "in-fill" nature; and conform with other City policies, including Land Use, ordinances, regulations and plans.

2 Additional Criteria

We believe that evidence does show that our request for an Amendment to the General Plan for a change in the land use of the property to allow our proposed development is **not inconsistent** with the Future Land Use map and will not have a negative impact on surrounding properties. Our proposed change in the Land Use will bring the Land into harmony with the character of the surrounding area.

2 (a) & (b)

N/A

2(c)

Conditions affecting the proposed Land Use have changed over the past few decades. The extended area has evolved from semi-rural to predominately residential and our proposed development will continue that trend while also providing a relatively affordable single family residential option, which is currently in very short supply in the city of Santa Fe.

Respectfully submitted,

John Reeder - Member/Owner and Agent for GEO Park, LLC

EXHIBIT B1

GEO Park, LLC
members
John Reeder + Hassan Salam + Luis Olivas
P.O. Box 1523 Santa Fe, NM 87504

Feb. 12[19th], 2019

Letter Addressing Re-Zoning Approval Criteria

Re: Re-Zoning Request for 8.659 AC at 4000 & 4100 Geo Lane, Santa Fe, NM from I-1 to R-6

Further to our Letter dated Feb. 12th, 2019 Addressing Re-Zoning Approval Criteria for the above referenced property, specifically;

Section 14-3.5 SFCC 1987

Criterion 1(a)

(i) Not Applicable

(ii) There has been gradual change to the neighborhood over the past few decades, evolving from semi-rural open areas to predominately residential neighborhoods. Residential developments are currently established on 3 sides of the property to the North, South, and West, along with one institutional use (place of worship). Lying to the East on the other side of Buffalo Grass Rd. is a mixture of Live/Work and light commercial establishments.

(iii) Due to the item (ii) above, a different use category from I-1 to R-6 is more advantageous to the community at this time so as to bring the subject property into conformity with the predominately residential developments that are now adjacent on three sides. The proposed new zoning category complies with the City's SWAMP and is consistent with guidelines articulated in various sections of the General Plan, such as in the Future Land Use section.

Therefore, following from the above cited considerations, **the Criterion for 1(a) is met.**

Criterion 1(b)

We, the applicants, have met the Chapter 14 procedural requirements for re-zoning, including holding an Early Neighborhood Notification Meeting, posting and mailing of notification requirements, and submitting required application submittals. No development plan has yet been created for the property.

Therefore, **the Criterion for 1(b) is met.**

Criterion 1(c)

We believe the re-zoning request is consistent with the applicable policies of the General Plan and also the future land use map. For example, in 1.7.9 of the General Plan - Urban Form - it states '...promote a compact form and encourage sensitive/compatible infill development. And in the SWAMP, map 2.2.6, this specific property is labeled for future use as RMED - medium density residential. Our proposal would also create a neighborhood that would be "walkable" under the SWAMP principles (Principle 1) because we are proposing handicap accessible sidewalks throughout the subdivision on both sides of all roads, and it is within easy walking or driving distance (Principle 6) of commercial areas. Further, we believe our proposed development also meets the spirit and intent of the affordable housing goals of the general plan.

Therefore, **the Criterion for 1(c) is met.**

Criterion 1(d)

"The amount of land proposed for re-zoning and the proposed use of 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". Our proposal for 8+ acres involves well over the 2 acre minimum for such requests.

Therefore, **the Criterion for 1(d) is met.**

Criterion 1(e)

We believe 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. Requests for sewer and water availability are pending and a Traffic Impact Analysis will no doubt be stipulated. Other divisions within the City, such as Land Use, Fire, etc. will be responsible for reviewing the proposed development for compliance and shall make requisite recommendations, any of which shall be incorporated into our proposal and thereby accommodate the impacts of the proposed development.

Therefore, **the Criterion for 1(e) is met.**

Criterion 2 (a)

The proposed change in use will result in a new single family, detached manufactured home development which will be consistent with the prevailing use and character in the area.

Therefore, **the Criterion for 2(a) is met.**

Criterion 2(b)

The proposed re-zoning affects an area greater than 2 acres.

Therefore, **the Criterion for 2(b) is met.**

Criterion 2(c)

We do not believe our re-zoning request will benefit only one or a few landowners at the expense of the surrounding landowners or general public. Our proposed subdivision is for 48 Lots on 8.659 acres, 4 Lots less than the number of Lots the R-6 designation we are requesting would actually support, not including any density bonus we might earn due to the affordable nature of our proposed project. Further, our proposal would create Lots with a minimum size of nearly 5,000 sq. ft., including 5 Lots at around 6,000 sq. ft. or greater and 2 Lots at over 7,700 sq. ft. The minimum Lot size under the R-6 designation is only 4,000 sq. ft., so virtually all of our proposed Lots would be at least 25% larger than the minimum. Our proposed subdivision would also include wider roads than required, allowing for more on-street parking. Considering these features, we believe our proposed subdivision will elevate the overall character of the immediate and general area and thereby improve the property values of the surrounding landowners. The general public will also benefit due to increased property tax revenues for the City and County, as well as by adding more customer base for businesses along the Airport Rd. corridor and the greater Southwest area.

Therefore, **the Criterion for 2(c) is met.**

Criterion D(1) & D(2)

If the impacts of the proposed development cannot be accommodated by the existing infrastructure and public facilities, including the possible need for new streets, sidewalks or curbs necessitated by and attributable to the new development, the City may require the developer to participate wholly or in part in the cost of construction of off-site facilities, in addition to impact fees that may be required pursuant to Section 14-8.14, and in conformance with any applicable City ordinances, regulations or policies;

We, the developers, will cooperate and participate wholly or in part with any applicable costs of construction for off-site facilities or improvements determined to be required due the impacts our proposed development, in addition to impact fees that may be required pursuant to Section 14-8.14

Therefore, **the Criterion of D(1) & D(2) will be met.**

Respectfully,

John Reeder - Member/Owner and Agent for GEO Park, LLC

EXHIBIT B1

Geo Lane Park Subdivision

(Airport Rd. / Geo Lane)

Traffic Impact Study

April 26, 2019

D R A F T

TERRY O. BROWN
NEW MEXICO
6407
LICENSED PROFESSIONAL ENGINEER

Presented to:

City of Santa Fe
Traffic Engineering Department

Prepared for:

Peterson Properties, LLC
2325 San Pedro NE #2A
Albuquerque, NM 87110

Terry O. Brown P.E.
P.O. Box 92051
Albuquerque, NM 87199
505 · 883 · 8807

Geo Lane Park Subdivision
(Airport Rd. / Geo Lane)
Traffic Impact Study

Executive Summary

The purpose of this study is to evaluate the transportation conditions before and after implementation of the proposed Geo Lane Park Subdivision, determine the impact of the development on the adjacent transportation system and recommend mitigation measures where necessary. The subdivision can be developed based on a proposed zone change from I-1 (Church) to R-6 (Residential – 6 DU's per acre). This study is prepared to meet the requirements of the City of Santa Fe Traffic Engineering Department associated with its review of the Geo Lane Park Subdivision.

The proposed development is located near the southeast corner of Airport Rd. / Geo Lane. The study area includes the intersections of Airport Rd. / S. Meadows Rd., Airport Rd. / Paseo del Sol, Airport Rd. / Geo Lane and Airport Rd. / Buffalo Grass Rd. as well as the three proposed driveways for the project. Following is a vicinity map showing location of the project:



The proposed development is to be developed as a 48 unit single-family detached housing subdivision. The anticipated implementation year for this site is the year 2022. According to the Institute of Traffic Engineers' (ITE) trip generation rates, the weekday AM Peak Hour period is anticipated to generate approximately 10 entering trips and 29 exiting trips. During the weekday PM Peak Hour period, it is anticipated that it will generate approximately 32 entering trips and 19 exiting trips.

The development will be accessed via three proposed driveways for this parcel of land, two on Geo Ln. and one on Buffalo Grass Rd.

Analysis results by analysis year are included in the following tables:

			2022 Conditions	
Intersection No. / Name	Signalization	Case	AM Peak	PM Peak
1 - Airport Rd. / S. Meadows Rd.	Signalized	NO BUILD	C - 32.5	C - 20.8
		BUILD	C - 33.5	C - 21.0
2 - Airport Rd. / Paseo del Sol	Signalized	NO BUILD	B - 19.5	B - 12.3
		BUILD	B - 19.6	B - 12.4
3 - Airport Rd. / Geo Lane	Unsignalized	NO BUILD	B - 12.3	B - 10.9
		BUILD	B - 12.5	B - 11.0
4 - Airport Rd. / Buffalo Grass Rd.	Unsignalized	NO BUILD	B - 11.4	B - 10.6
		BUILD	B - 11.6	B - 10.7
5 - Driveway"A" / Buffalo Grass Rd.	Unsignalized	NO BUILD	N/A	N/A
		BUILD	A - 8.7	A- 8.7
6 - Driveway"B" / Geo Lane	Unsignalized	NO BUILD	N/A	N/A
		BUILD	A - 9.0	A- 9.1
7 - Driveway"C" / Geo Lane	Unsignalized	NO BUILD	N/A	N/A
		BUILD	A - 9.0	A- 8.9

In summary, the proposed development does not have a significant adverse impact to the adjacent transportation system and the minimal impact to the transportation system can be mitigated by the recommended measures described in this report and summarized in the table above. In summary, the recommendations of this study are:

Recommendations

Project should be accessed via three full access driveways:

- **Driveway "A" / Buffalo Grass Rd.** – should be designed and constructed with one entering lane and one exiting lane minimum. Driveway "A" is located approximately 120 feet north of the south boundary of the subdivision (boundary line to centerline of Driveway "A").
- **Driveway "B" / Geo Lane** – should be designed and constructed with one entering lane and one exiting lane minimum. Driveway "B" is located approximately 230 feet north of the south boundary of the subdivision (boundary line to centerline of Driveway "B").
- **Driveway "C" / Geo Lane** – should be designed and constructed with one entering lane and one exiting lane minimum. Driveway "C" is located approximately 250 feet north of Driveway "B" (centerline to centerline).

Driveways shall be designed and constructed to preserve adequate sight distances as required by the City of Santa Fe Traffic Engineer.

Driveways should be designed and constructed to intersection Geo Lane and Buffalo Grass Rd. at a 90-degree angle plus or minus 10 degrees.

DEDICATION/AFFIDAVIT

KNOW ALL MEN BY THESE PRESENTS:
THAT THE UNDERSIGNED OWNER, HAS CAUSE TO DIVIDE THESE LANDS SHOWN HEREON. THIS LAND DIVISION IS MADE WITH THE CONSENT AND IN ACCORDANCE WITH THE WISHES AND DESIRES OF SAID OWNER(S), UTILITY COMPANIES ARE HEREBY GRANTED EASEMENTS AS SHOWN, AND ALSO FOR EXISITNG UTILITIES. OTHER EASEMENTS ARE GRANTED AS SHOWN.

THESE LOTS LIE WITHIN THE PLANNING AND PLATTING JUSIDICTION OF THE CITY AND COUNTY OF SANTA FE, STATE OF NEW MEXICO.

Harold D Trujillo — 7-18-07
PRAISE TABERNACLE CHURCH, PRESIDENT — DATE

STATE OF NEW MEXICO } ss
COUNTY OF SANTA FE }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS
18th DAY, OF July, 2007
Anni Garcia — MY COMMISSION EXPIRES 7-5-11
NOTARY PUBLIC
OFFICIAL SEAL
Annie Garcia
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires:

SANTA FE COUNTY APPROVAL NOTES AND CONDITIONS

for Shelly Cobau — 10-3-2007
SANTA FE COUNTY LAND USE ADMINISTRATOR — DATE

Mark Garland — 8-27-07
SANTA FE COUNTY RURAL ADDRESSING — DATE

07-3016
SANTA FE COUNTY DEVELOPMENT PERMIT No.

1. MAINTENANCE OF ACCESS ROADS AND UTILITY EASEMENTS IS THE RESPONSIBILITY OF THE LAND OWNER/USER UNLESS CURRENTLY MAINTAINED BY THE SANTA FE COUNTY PUBLIC WORKS DEPARTMENT (OR THE CITY OF SANTA FE OR N.M STATE HIGHWAY DEPT.).
2. THE APPROVAL OF THIS PLAT DOES NOT CONSTITUTE THE APPROVAL OF ANY FURTHER DEVELOPMENT, INCLUDING BUILDING PERMITS.
3. LANDS SHOWN HEREON LIE IN ZONE "X", OUTSIDE THE 100 YEAR FLOOD PLAIN ACCORDING TO THE FEDERAL FLOOD INSURANCE RATE MAP PANEL NO. 350069 0227 B.
4. EXISTING NATURAL DRAINAGE WAYS WILL NOT BE MODIFIED OR IMPEDED WITHOUT THE WRITTEN APPROVAL OF THE LAND USE ADMINISTRATOR OR COUNTY HYDROLOGIST. DEVELOPMENT SHALL NOT IMPEDE HISTORIC FLOW RATES OR PATTERNS TO OR FROM THESE LOTS.
5. THESE LOTS ARE SUBJECT TO SANTA FE COUNTY FIRE AND RESCUE IMPACT FEES AT THE TIME OF APPLICATION FOR BUILDING PERMIT.
6. THE LANDS SHOWN HEREON LIE WITHIN THE PLANNING AND PLATTING JURISDICTION OF THE CITY AND COUNTY OF SANTA FE.
7. SANTA FE COUNTY'S APPROVAL OF THIS SURVEY PLAT DOES NOT INCLUDE THE CONSTRUCTION OF THE PRIVATE EASEMENT(S) OR ROAD(S) AS SHOWN. PRIOR TO THE CONSTRUCTION OF SAID PRIVATE EASEMENT(S) OR ROAD(S), IT IS REQUIRED THAT AN ADDITIONAL DEVELOPMENT PERMIT BE APPLIED FOR AND THEN APPROVED BY THE SANTA FE COUNTY LAND USE ADMINISTRATOR.
8. NEW DRIVEWAY/ROAD ACCESS FROM COUNTY ROAD 61A IS SUBJECT TO APPROVAL BY THE PUBLIC WORKS DIRECTOR. THE DIRECTOR SHALL APPROVE THE LOCATION AND INSTALLATION OF A CULVERT AS PERMITTED BY SANTA FE COUNTY PRIOR TO ISSUING A PERMIT FOR CONSTRUCTION.
9. THE PARCELS AS PLATTED HEREON ARE SUBJECT TO SECTION 12.1 OF THE EZO, TERRAIN MANAGEMENT REGULATIONS AT THE TIME OF ANY DEVELOPMENT.
10. SOILS RATING: PURSUANT TO THE SANTA FE COUNTY LAND DEVELOPMENT CODE, THE SOILS RATING ON THIS PROPERTY IS DESIGNATED TO BE MODERATE-SEVERE REGARDING LIMITATIONS TO SEPTIC TANKS. POTENTIAL BUYERS/SELLERS OF THIS PROPERTY SHOULD INQUIRE WITH THE NEW MEXICO ENVIRONMENTAL DEPARTMENT WHETHER THESE SOILS ARE SUITABLE FOR A CONVENTIONAL SEPTIC SYSTEM OR IF AN ALTERNATIVE SYSTEM IS REQUIRED.
11. WATER SUPPLY ON THESE LOTS IS GOVERNED BY THE EXTRATERRITORIAL ZONING ORDINANCE, SECTION 10.1.A.
12. ONLY ONE WELL SHALL BE PERMITTED TO SERVE THESE LOTS. THIS WELL SHALL BE SUBJECT TO A SHARED WELL AGREEMENT.
    A) DRILLING OF ANY DOMESTIC WELL IS PROHIBITED IF REGIONAL WATER IS AVAILABLE WITHIN 200 FEET OF THESE LOTS.
    B) IF REGIONAL WATER BECOMES AVAILABLE, DOMESTIC WELL USE SHALL CEASE WITHIN 90 DAYS AND THESE LOTS SHALL CONNECT TO REGIONAL WATER SYSTEM.
    C) ALL WELLS DRILLED ON THESE LOTS POST JANUARY 1, 2000 MUST BE CONSTRUCTED PER E.Z.O. STANDARDS LISTED IN SECTION 10.1.A.3. PROOF OF PROPER CONSTRUCTION MUST BE SUBMITTED AT THE TIME OF DEVELOPMENT PERMIT REQUEST OR UPON DEMAND BY THE COUNTY LAND USE ADMINISTRATOR.
13. THE SHARED WELL AGREEMENT IS FILED IN THE OFFICE OF THE COUNTY CLERK AND RECORDED AS DOCUMENT No. 1502386
14. WATER USE ON THESE TRACTS IS RESTRICTED BY COVENANTS, FILED IN THE OFFICE OF THE COUNTY CLERK AND RECORDED AS DOCUMENT No. 1502387
15. ALL DEVELOPMENT SHALL OCCUR WITHIN BUILDABLE AREAS AS PER THE SANTA FE COUNTY LAND DEVELOPMENT CODE.
16. ALL BUILD-ABLE AREAS SHOWN HAVE SLOPES OF LESS THAN 15% AND THERE ARE NO NATURAL DRAINAGE WAYS OTHER THAN THOSE SHOWN AS DRAINAGE EASEMENTS.

CERTIFICATE

I, BERNIE A. ALARID, A NEW MEXICO PROFESSIONAL SURVEYOR NO. 5338, DO HEREBY CERTIFY THAT THIS LAND DIVISION SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED, WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS OR EXCEEDS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Bernie A. Alarid — 7-18-07
BERNIE A. ALARID, P.L.S. NO. 5338 — DATE

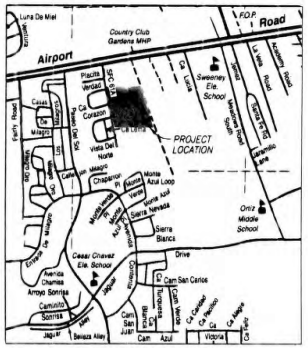
NEW MEXICO PROFESSIONAL SURVEYOR No. 5338 BERNIE A. ALARID

NOTES

1. BASIS OF BEARING IS TAKEN FROM A 1/2" IRON PIPE AND A REBAR W/CAP No. 5217 BEING THE SOUTH BOUNDARY LINE OF AS SHOWN HEREON [N 89°47'50" W]
2. DATA IN PARENTHESIS IS RECORD DATA IN REFERENCE DOCUMENT 1

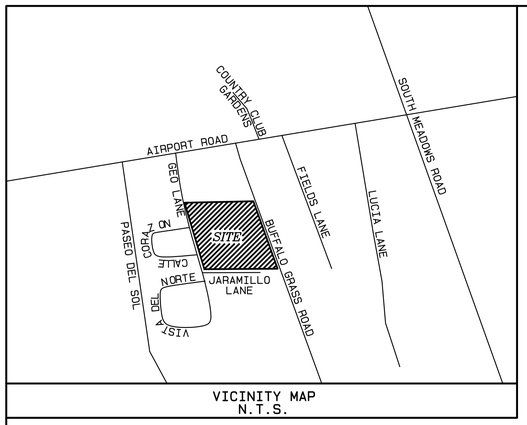
REFERENCE DOCUMENTS

1. PLAT ENTITLED "PLAT OF SURVEY FOR DENNIS R. AND PATRICIA A. PADILLA", PREPARED BY JAMES J. MEDRANO N.M.P.S. No. 5217 AS FILED IN THE OFFICE OF THE SANTA FE COUNTY CLERK IN BOK 271, PAGE 30 ON APRIL 14th, 1994.
2. WARRANTY DEED FROM DENNIS R. PADILLA AND PATRICIA A. PADILLA TO PRAISE TABERNACLE CHURCH AS FILED IN THE OFFICE OF THE SANTA FE COUNTY CLERK IN BOOK 1628, PAGE 770 ON APRIL 16th, 1999.


Airport
Road
PROJECT LOCATION
Cesar Chavez Elem. School
Sweeney Elem. School
Ortiz Middle School
Arroyo Sonrisa
Camino Sonrisa
Sierra Nevada
Sierra Blanca
Vista Del Norte
Paseo De Peralta
Agua Fria
Cam Carleton
Cam San Carlos
Cam Azul
Victoria
Beleza Alley
Jaguar
Airport Road
Richards Avenue
Old Pecos Trail
Cerrillos Road
Governor Miles Road
Siler Road
Rodeo Road
Frontage Road
Zia Road
Agua Fria St.
Guadalupe St.
Camino Del Monte Sol
Camino Manzano
Camino Cabra
Camino Carleton
Camino Chaparral
Camino Monte Alto
Camino Monte Azul Loop
Camino Monte Vista
Camino Sierra Nevada
Camino Sierra Blanca
Camino Cesar Chavez
Camino Cam San Carlos
Camino Cam Azul
Camino Cam Victoria
Camino Cam Jaguar
Camino Cam Beleza
Camino Cam Sonrisa
Camino Arroyo Sonrisa
Camino Arroyo Frijoles
Camino Arroyo Hondo
Camino Arroyo Seco
Camino Arroyo Tenorio
Camino Arroyo Chamisa
Camino Arroyo Sombrio

BOUNDARY SURVEY OF THE GEO LANE PARK SUBDIVISION

LYING AND BEING SITUATED WITHIN PROJECTED SECTION 12, T. 16 N., R. 8 E., N.M.P.M.,
CITY OF SANTA FE, NEW MEXICO



VICINITY MAP
N.T.S.



BOUNDARY DATA CHART

LINE	ARC	CHORD BEARING	RADIUS	DELTA	CHORD
L1	6.78'	N89°47'37"W			
C1	31.79'	N53°21'36"W	25.00'	72°52'02"	29.69'
C2	27.25'	S70°59'21"W	54.00'	28°54'47"	26.96'
C3	12.34'	S73°22'12"W	21.00'	33°40'22"	12.16'
L2	18.07'	N89°47'37"W			
C4	43.02'	N71°43'44"W	54.00'	45°38'48"	41.89'
C5	39.47'	N27°57'52"W	54.00'	41°53'01"	38.60'
L3	14.45'	N20°07'39"W			
C6	12.34'	N03°17'28"W	21.00'	33°40'22"	12.16'
C7	19.38'	N03°15'41"E	54.00'	20°34'04"	19.28'
C8	8.87'	S09°57'44"E	25.00'	20°19'51"	8.82'
C9	39.27'	S45°12'12"W	25.00'	90°00'00"	35.36'
L4	57.59'	N89°47'48"W			
C10	30.40'	N54°57'44"W	25.00'	69°40'09"	28.56'
L5	9.26'	N20°07'39"W			
C11	38.38'	N27°03'23"E	25.00'	87°57'56"	34.72'
L6	6.78'	N89°47'37"W			
C12	31.79'	N53°21'36"W	25.00'	72°52'02"	29.69'
C13	8.36'	N80°37'22"E	25.00'	19°10'02"	8.32'
L7	5.00'	S89°47'37"E			
C14	30.40'	S54°57'38"E	25.00'	69°39'58"	28.56'
C15	35.25'	S20°16'09"W	25.00'	80°47'35"	32.40'
C16	12.89'	S75°26'10"W	25.00'	29°32'27"	12.75'
C17	26.11'	S50°02'54"E	25.00'	59°50'29"	24.94'
L8	33.40'	S20°07'39"E			
C18	48.14'	S35°02'16"W	25.00'	110°19'51"	41.04'
L9	7.34'	N89°47'48"W			
L10	37.52'	N89°47'48"W			
C19	24.36'	N64°52'11"W	28.00'	49°51'15"	23.60'
C20	6.66'	N43°55'01"W	48.00'	7°56'54"	6.65'
C21	67.63'	N88°15'27"W	48.00'	80°43'58"	62.18'
C22	8.36'	N80°37'22"E	25.00'	19°10'02"	8.32'
C23	27.37'	S35°02'28"W	48.00'	32°40'11"	27.00'
C24	51.99'	S12°19'18"E	48.00'	62°03'21"	49.48'
C25	30.40'	S54°57'44"E	25.00'	69°40'09"	28.56'
C26	38.38'	N27°03'23"E	25.00'	87°57'56"	34.72'
L11	12.61'	N16°55'35"W			
C27	58.25'	S78°07'03"E	48.00'	69°32'09"	54.74'
C28	22.42'	N53°43'55"E	48.00'	26°45'56"	22.22'
C29	24.36'	N65°16'34"E	28.00'	49°51'15"	23.60'
L12	26.99'	S89°47'48"E			

NOTES:

1. BASIS OF BEARING IS TAKEN DIRECTLY FROM PLAT ENTITLED "LAND DIVISION PREPARED FOR PRAISE TABERNACLE" PREPARED BY BERNIE A. ALARID, N.M.P.L.S. No. 5338, RECORDED IN BOOK 666, PAGE 21 ON OCTOBER 10, 2007 AT THE SANTA FE COUNTY CLERK'S OFFICE.
2. REFER TO WARRANTY DEED, FREEDOM CHURCH PRAISE TABERNACLE CHURCH FKA TO LUIS OLIVAS, JOHN REEDER, & HASSAN SALAM, RECORDED AS INSTRUMENT #1873943 ON NOVEMBER 30, 2018 AT THE SANTA FE COUNTY CLERK'S OFFICE
3. LANDS SHOWN HEREON LIE WITHIN ZONE 'X' - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM MAP 35049c0393d, DATED JUNE 17, 2008.

SURVEYOR'S CERTIFICATE

MITCHEL K. NOONAN NEW MEXICO 6998 PROFESSIONAL LAND SURVEYOR

I MITCHEL K. NOONAN, N.M.P.L.S. No. 6998 DO HEREBY CERTIFY THAT THIS SUBDIVISION SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MITCHEL K. NOONAN N.M.P.L.S. No. 6998

COUNTY OF SANTA FE)
) SS
STATE OF NEW MEXICO)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THE____ DAY OF_____, A.D. 20____, AT _____ O'CLOCK_____M AND WAS DULY RECORDED IN PLAT BOOK_____, PAGE_____, OF THE RECORDS OF SANTA FE COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE
GERALDINE SALAZAR
COUNTY CLERK, SANTA FE COUNTY, N.M.

DEPUTY

SITE DATA (TRACT 1 & 2)	
LOTS	5.631Ac±
OPEN SPACE & RETENTION POND	0.696Ac±
RIGHT OF WAY	2.252Ac±
TOTAL	8.579Ac±

INDEXING INFORMATION FOR COUNTY CLERK	
UPC:	1-048-095-388-368 & 1-048-095-397-338
OWNER:	LUIS OLIVAS, JOHN REEDER, & HASSAN SALAM
FILED:	INSTRUMENT #1873943
SUBDIVISION:	N/A
SECTIONS:	SECTION 12, T. 16 N., R. 8 E., N.M.P.M.

SOUTHWEST MOUNTAIN SURVEYS
1114 HICKOX ST., SANTA FE, N.M. 87501
(505) 982-9429 FAX (505) 986-3413

DATE (S): 12/22/18 | DRAWN BY: DKR | PROJECT No: C-2924A

EXHIBIT B1

EXHIBIT B1

ITEM # 19-0616

City of Santa Fe
Planning Commission
Findings of Fact and Conclusions of Law

Case #2019-19
4000 & 4100 Geo Lane General Plan Amendment
Case #2019-20
4000 & 4100 Geo Lane Rezoning

Owner's/Applicant's Name- Geo Park, LLC
Agent's Name- John Reeder

THIS MATTER came before the Planning Commission (Commission) for hearing on June 6, 2019 upon the application (Application) of John Reeder as agent for Geo Park, LLC (Applicant).

The application includes two properties located at 4000 and 4100 Geo Lane totaling approximately 8.59 acres. The Applicant requests (1) approval of a general plan amendment to change the Future Land Use Designation from Institutional to Low Density Residential and (2) a rezoning from R-1 (Residential-one dwelling unit per acre) to R-6 (Residential-six dwelling units per acre). The plan (Project) would create a 48 lot subdivision.

After conducting a public hearing and having heard from staff and all interested persons, the Commission hereby FINDS, as follows:

FINDINGS OF FACT

General

1. The Commission heard reports from staff, received testimony and evidence from the Applicant, and heard testimony offered by members of the public.
2. Santa Fe City Code (SFCC) §14-3.2(D)(1) provides that an application for amendments to the general plan may be considered concurrently with an application for rezoning.
3. SFCC §14-3.1 sets out certain procedures to be followed on the Application, including, without limitation, (a) a pre-application conference [SFCC §14-3.1(E)]; (b) an Early Neighborhood Notification (ENN) meeting [SFCC §14-3.1(F)(2)(a)(iii)&(iv)]; and (c) compliance with notice and public hearing requirements [SFCC §14-3.1(H)-(I)].
4. A pre-application conference was held on December 27, 2018 in accordance with SFCC §14-3.1(E)(1).
5. Pursuant to SFCC §14-3.1(H), notice of the ENN meeting was properly given.
6. Pursuant to SFCC §14-3.1(F), an ENN meeting was held on the Application on January 31, 2019 at the Southside Branch of the Santa Fe Public Library, 6599

Jaguar Drive, Santa Fe, New Mexico 87507. The ENN meeting was attended by several representatives of the Applicant and members of City staff. Seven members of the public signed in, although more attended. Residents expressed numerous concerns, including traffic on Airport Road, crime in the area, rapid growth of the city, and neighborhood character.

7. Pursuant to SFCC §14-2.3(C)(7)(a), the Commission has the authority to review and make recommendations to the Governing Body regarding amendments to the general plan.
8. Pursuant to SFCC §14-2.3(C)(7)(c), the Commission has the authority to review and make recommendations to the Governing Body regarding rezonings.
9. 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) together with a recommendation that the Commission recommend approval of the amendment to the general plan and the rezoning, subject to certain conditions of approval (the Conditions) set out in the Staff Report.

General Plan Amendment

1. Pursuant to SFCC §14-3.2, the general plan must be amended before new zoning regulations establishing new land use classifications may be approved.
2. SFCC §14-3.2 sets out certain procedures for amendments to the general plan, including, without limitation, submittal of an application for review, a public hearing by the Commission, and a recommendation to the Governing Body based upon the criteria set out in SFCC §14-3.2(E).
3. Under the general plan, "Low Density Residential" is the second-lowest density category and permits residential zoning of three to seven units per acre.
4. SFCC §14-3.2(E)(1) 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 any amendmeut to the general plan.
5. Based on the Staff Report and testimony and evidence presented at the hearing, the Commission finds that all applicable criteria in SFCC §14-3.2(E)(1) have been met.
6. Pursuant to SFCC §14-3.2(E)(1)(a), the Commission finds that the proposal is consistent with existing land use conditions and that there is access to available infrastructure.
7. Pursuant to SFCC §14-3.2(E)(1)(b), the Commission finds that the proposal is consistent with other parts of the general plan.
8. Pursuant to SFCC §14-3.2(E)(1)(c), the Commission finds that the proposed use is not inconsistent with the prevailing use and character in the area, that the Project is well over the 2 acre minimum required for a general plan amendment, and that it will not benefit one or a few landowners at the expense of the surrounding landowners or the general public, as long as the resulting density is appropriate for the surrounding area.

9. The Commission finds that the criterion in SFCC §14-3.2(E)(1)(d) is not applicable to this case.
10. The Commission finds that the criterion in SFCC §14-3.2(E)(1)(e) is not applicable to this case.
11. Pursuant to SFCC §14-3.2(E)(1)(f), the Commission finds that housing at that location would promote the general welfare and contribute to the harmonious development of Santa Fe as long as the resulting density and design proposal are appropriate for the surrounding area.
12. Pursuant to SFCC §14-3.2(E)(1)(g), the Commission has considered conformity with other city policies, including land use policies, ordinances, regulations and plans.
13. The Commission finds that the additional criteria in SFCC §14-3.2(E)(2) are not applicable to this case because the proposal would not amend the land use policies section of the general plan.
14. The Commission finds that the additional criteria in SFCC §14-3.2(E)(3) are not applicable to this case because the proposal does not involve the adoption of a neighborhood plan.

Rezoning

1. SFCC) §14-3.5(B) sets out certain procedures for rezonings, including, without limitation, a public hearing by the Commission and recommendation to the Governing Body based upon the criteria set out in SFCC §14-3.5(C).
2. SFCC §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.
3. At the hearing, members of the public and individual Commissioners raised concerns about the proposed R-6 zoning and suggested that a lower density might be more appropriate due to the existing density in the surrounding area.
4. The proposed rezoning should be tabled to permit the Applicant to consider the concerns expressed by individual Commissioners and members of the public concerning density and the proposed design of the new project.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Commission CONCLUDES as follows:

General

1. Pursuant to SFCC §14-3.1, all procedures regarding the pre-application conference, ENN meeting, notice, and public hearing requirements were followed.

Case #2019-19
4000 & 4100 Geo Lane General Plan Amendment
Case #2019-20
4000 & 4100 Geo Lane Rezoning

General Plan Amendment

1. The Applicant has the right under the Code to propose an amendment to the general plan.
2. The Commission has the power and authority at law and under the Code to review the proposed amendment to the general plan and to make recommendations regarding the proposed amendment to the general plan to the Governing Body.
3. All applicable code requirements for recommendation of approval of an amendment to the general plan have been met.

Rezoning

1. The Applicant has the right under the Code to propose the rezoning of the Property.
2. The Commission has the power and authority at law and under the Code to review the proposed rezoning of the Property and to make recommendations regarding the proposed rezoning to the Governing Body.
3. The Commission tabled consideration of the proposed rezoning set forth in the Application for Case No. 2019-20.

WHEREFORE, IT IS ORDERED ON THE 11th DAY OF JULY 2019 BY THE PLANNING COMMISSION OF THE CITY OF SANTA FE:

Considering the foregoing findings and conclusions, the Commission recommends that the Governing Body approve of the general plan amendment, as requested in the Application for Case No. 2019-19, subject to the Conditions in the Staff Report.

John B. Hiatt
Chairperson

7-11-19
Date:

FILED:

Yolanda Y. Vigil
City Clerk

7/12/19
Date:

APPROVED AS TO FORM:

Sally A. Paez
Assistant City Attorney

07/11/2019
Date:

EXHIBIT B1

City of Santa Fe

Agenda

AMENDED

PLANNING COMMISSION
Thursday, June 06, 2019 - 6:00pm
City Council Chambers
City Hall 1st Floor - 200 Lincoln Avenue

A. ROLL CALL
B. PLEDGE OF ALLEGIANCE
C. APPROVAL OF AGENDA
D. APPROVAL OF MINUTES AND FINDINGS/CONCLUSIONS:
MINUTES: May 16, 2019
FINDINGS/CONCLUSIONS:
Case #2018-97. 4327 and 4323 Airport Road Rezoning

E. OLD BUSINESS
F. NEW BUSINESS

1. An Ordinance Amending Various Sections of Chapter 14, the Land Development Code, to Repeal the Summary Committee, a Subcommittee of the Planning Commission; Repeal Obsolete References to the Business Capitol District Development Review Committee; and Make Such Other Changes as Are Necessary to Provide Consistency. (Councilor Abeyta) (Noah Berke, Planner Manager, nlberke@santafenm.gov, 955-6647)

2. **Case #2019-46. 0 Camino Carlos Rey Verizon Telecommunication Facility.** Black & Veatch, Agent, for Verizon Wireless, Applicant, request approval of a new Telecommunication Facility pursuant to Subsection 14-6.2(E) "Telecommunication Facilities". The property is zoned R-3 (Residential- three dwelling units per acre). (Dan Esquibel, Case Manager, daesquibel@santafenm.gov, 955-6587)

3. **Case #2019-39. 5750 Alameda Frontage Road Special Use Permit for a Fire Station.** AOS Architects, Agent, for the City of Santa Fe, request approval of a Special Use Permit to allow for City of Santa Fe Fire Station. The property is approximately 30.55 acres and is zoned R-3 (Residential- three dwelling units per acre). (Noah Berke, Case Manager, nlberke@santafenm.gov, 955-6647)

4. **Case #2019-38. 5750 Alameda Frontage Road Fire Station Number 2 Development Plan, Height, and Sign Variances.** AOS Architects, Agent, for the City of Santa Fe, request approval of a Development Plan for a new City of Santa Fe Fire Station that will be approximately 14,000 square feet. The request also includes variances to Table 14-7.2-1 "Maximum Height of Structures" and Subsection 14-8.10(G) "General Requirements for Signs According to District". The property is approximately 30.55 acres and is zoned R-3 (Residential- three dwelling units per acre). (Noah Berke, Case Manager, nlberke@santafenm.gov, 955-6647)

5. **Case #2019-40. 1849 Arroyo Chamiso Rezone.** JenkinsGavin, Inc., Agent, for John & Janet Di Janni, Owners, requests a rezoning from R-1 (Residential- one dwelling unit per acre) to R-2 (Residential- two dwelling units per acre). The property is located at 1849 Arroyo Chamiso and is approximately 2.0 acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136)

6. **Case #2019-41. 1849 Arroyo Chamiso Preliminary Subdivision.** JenkinsGavin, Inc., *Agent, for John & Janet DiJanni, Owner, requests approval of a preliminary subdivision* plat for four residential lots located at 1849 Arroyo Chamiso. The property is zoned R-1 (Residential- one dwelling unit per acre) and is approximately 2.0 acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136)

7. **Case #2019-19. 4000 and 4100 Geo Lane General Plan Amendment.** John Reeder, Agent, for GEO Park, LLC, Owner, requests approval of a General Plan Amendment to amend the existing General Plan Future Land Use designation for approximately 8.59 acres from Institutional to Low Density Residential. The properties are located at 4000 and 4100 Geo Lane. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136)

8. **Case #2019-20. 4000 and 4100 Geo Lane Rezoning.** John Reeder, Agent, for GEO Park, LLC, Owner, requests a rezoning from R-1 (Residential- one dwelling unit per acre) to R-6 (Residential- six dwelling units per acre). The properties are located at 4000 and 4100 Geo Lane and total approximately 8.59 acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136)

G. STAFF COMMUNICATIONS

H. MATTERS FROM THE COMMISSION

1. *Planning Commission Agendas and cases.*
2. *Discussion of ENN Procedures and Policies.*
3. *Discussion of Affordable Housing.*

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 28, 2019
TIME:	10:03 AM

EXHIBIT B1

SUMMARY INDEX
PLANNING COMMISSION
June 6, 2019

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 & Findings/Conclusions		
1) Minutes of May 16, 2019	Approved	2
2) Findings/Conclusions:	Approved as proposed	2-3
a. Case #2018-97 - 4327 and 4323 Airport Road Rezoning		
E. Old Business	None	3
F. New Business		
1. Summary Committee Repeal	Postponed to next meeting	3-7
2. Case #2019-46. Verizon Facility	Approved	7-10
3. Case #2019-39. Special Use	Approved	10-13
4. Case #2019-38 Development Plan	Approved	10-13
5. Case #2019-40. 1849 Arroyo Chamiso Rezone	Approved	14-20
6. Case #2019-41. 1849 Arroyo Chamiso Preliminary Subdivision	Approved	14-20
7. Case #2019-19. 4000 and 4100 Geo Lane General Plan Amendment	Approved	20-31
8. Case # 2019-20. 4000 and 4100 Geo Lane Rezoning	Tabled	20-31
G. Staff Communications	Discussion	31-32
H. Matters from the Commission	Discussion	32-33

PLANNING COMMISSION
Thursday, June 6, 2019 - 6:00pm
City Council Chambers
City Hall 1st Floor - 200 Lincoln Avenue

CALL TO ORDER

A regular meeting of the City of Santa Fé Planning Commission was called to order by Chair Hiatt on the above date at approximately 6:04 p.m. in the Council Chambers at City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

A. ROLL CALL

Roll Call indicated the presence of a quorum for the meeting.

Members Present
Commissioner John B. (Jack) Hiatt, Chair
Commissioner Pilar Faulkner, Secretary
Commissioner Janet Clow
Commissioner Lee Garcia
Commissioner Brian Patrick Gutierrez
Commissioner Mark Hogan [arriving later]
Commissioner Jessica Lawrence
Commissioner Dominic Sategna

Members Absent
(One Vacancy)

Others Present:
Ms. Carol Johnson, Land Use Department Director
Mr. Noah Berke, Planner Manager and Staff Liaison
Ms. Sally Paez, Assistant City Attorney
Mr. Dan Esquibel, Planner Senior
Mr. Carl Boaz, 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 Planning and Land Use Department.

B. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

C. APPROVAL OF AGENDA

Faulkner, Garcia, Gutierrez, Lawrence and Sategna voting in favor and Commissioner Hogan voting against.

MOTION: Commissioner Sategna moved, seconded by Commissioner Lawrence, to approve the preliminary subdivision plat in Case #2019-41, subject to conditions of approval and technical corrections recommended by Staff.

VOTE: The motion passed by majority voice vote with Commissioners Clow, Faulkner, Garcia, Gutierrez, Lawrence and Sategna voting in favor and Commissioner Hogan voting against.

Chair Hiatt, regarding the Findings of Fact and Conclusions of Law for both cases, asked Ms. Paez if she had heard anything in testimony that would change her proposed FF/CL for both cases.

Ms. Paez said the actions are consistent with what is in the packet.

Chair Hiatt asked Mr. Logston if any testimony would change any FF/CL.

Mr. Logston said no.

MOTION: Commissioner Faulkner moved, seconded by Commissioner Clow, in Case 2019-40 and 2019-41 to approve the Findings of Fact and Conclusions of Law as proposed.

VOTE: The motion passed by majority voice vote with Commissioners Clow, Faulkner, Garcia, Hogan, Lawrence and Sategna voting in favor and none voting against. Commissioner Gutierrez was not present for the vote.

7. **Case #2019-19. 4000 and 4100 Geo Lane General Plan Amendment.** John Reeder, Agent, for GEO Park, LLC, Owner, requests approval of a General Plan Amendment to amend the existing General Plan Future Land Use designation for approximately 8.59 acres from Institutional to Low Density Residential. The properties are located at 4000 and 4100 Geo Lane. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136)

8. **Case # 2019-20. 4000 and 4100 Geo Lane Rezoning.** John Reeder, Agent, for GEO Park, LLC, Owner, requests a rezoning from R -1 (Residential- one dwelling unit per acre) to R-6 (Residential- six dwelling units per acre). The properties are located at 4000 and 4100 Geo Lane and total approximately 8.59 acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136)

Staff Report

Mr. Logston presented the Staff Report for both cases. He explained that the Applicant is not looking for preliminary subdivision approval right now, but he was asked to show how the density would look on the ground. The Planning Commission just makes a recommendation on both of the cases. He was not very specific about these parcels and in S.W.A.M.P. designations were given, based on who owns and current usage. While the parcel is designated as institutional, the Master Plan doesn't recommend against residential. The General Plan criteria meet growth and development goals and in SWAMP, this is not out of character. The use is advantageous to the public; it meets Chapter 14 standards and development and growth goals, and the infrastructure can handle it.

Three motions are required"
1 - recommend to the Governing Body to approve the General Plan Amendment on use to residential and no conditions are applicable.
2 - approve rezoning from R-1 to R-6, subject to conditions of approval and technical corrections;
3 - Approval of the FF/CL for both cases.

He said #2019-19 is the correct caption.

Applicant's Presentation

Mr. John Reeder was sworn and said he is acting as agent and as a 1/3 owner, here with his partners. We seek to develop as an Affordable Housing subdivision and feel that is very appropriate. It was institutional because it was owned by a church which was not possible to build and put it up for sale.

They are asking for R-6 rezoning. The property is bounded on two sides by R-12 and the others by R-6. So it will be consistent with the area and ideal for infill and requires no expansion of infrastructure. Roads and utilities are already there. They are seeking to develop 48 lots although 51 would be allowed at R-6. The public would be better served with residential instead of vacant land. People do donuts on the grounds there. So, there are hazardous activities now.

We were surprised at a little opposition and understand some neighbors are impacted by it who live right next door. Overall there is benefit to the public as a version of west meadows across the street.

Questions to the Applicant

Commissioner Faulkner asked what kind of housing they envision.

Mr. Reeder said they would not want to restrict manufactured housing that is permanently anchored. The lots would be 5,000 to 7,000 square feet so a house could be up to 2,000 square feet.

Commissioner Faulkner said she saw the rectangle shape and not square which would restrict building a house.

Mr. Reeder did not think so and said they still have flexibility there. Right now, it is very preliminary, and they seek rezoning first and then will be open to those comments.

Public Comment

Marty Rodriguez was sworn and said they were going to get a church there. She was born there and lived there all her life. There was no traffic and no crime but now there are both. She noted that the Mayor wanted to erase the lines between south side and downtown but putting another trailer park there would not erase it. We want something nice there. 48 mobile homes there would be a cost of a hundred more cars on Airport Road. She said she could just see the traffic and motorcycles that go in and out. She would rather have a church.

Helen Chávez was sworn and said she was born and raised here. She and her husband moved there in the 1990's he passed away four years ago. Geo Lane is my back yard. There is lots of crime there. No U-turns are permitted on that street. Cars could fit into Geo Lane and have to make a turn to go back onto Geo Lane. There are many schools there and businesses. The owner told her he was selling mobile home lots. She has two dogs to protect her from the things going on. She thought it will create more crime and traffic and deaths. Santa Fe has changed a lot. She would hope for commercial development. She asked the Commission to take thought things into consideration.

Debra Snyderman was sworn and explained that on KSK Lane, the only way in is by making a U- turn. She said, "I apologize if you feel I have been disrespectful. I have felt disrespected when the first mobile home moved into Buffalo Grass. The street I live on is R-3 and I have lived there since 1988 as a retired teacher. When I started, we were 47th in the nation in salaries and still made our adobe home very lovely.

In 2018 was the first mobile home and a wall separated me from neighbors who were also R-3. I had to build a coyote fence on top since the trailer was right in my face, so I had to adjust. Since the first one, I have felt totally disrespected by the City of Santa Fe. We are placed on the bottom of the list. It is symbolic for the way our part of the City is treated with trailers and inappropriate businesses.

"Many things that occur in my neighborhood would not be tolerated in other parts of

town. We have no covenants. I have a master's degree and traveled a lot of the world and intend to keep traveling. We appear to be the least likely to defend ourselves and get an attorney to help defend us. I've tried to work with Councilors and City Staff at City Hall. I do a lot of volunteer work like ESL tutoring at the Southside Library. That should be a standard for the rest of the Airport community but not what we are getting. People with money go in and buy it for Affordable Housing because there are no standards. They just want to cash out and divide their land into as many lots as possible. Where are they going to park two cars? Please consider those. To get to my house is the KSK Buddhist Center. The Dali Lama has been there and other important Buddhists. Anyone coming in has to make a U turn and the only place now is Paseo del Sol. This is an everyday occurrence. People on Paseo del Sol can turn right on red but people when I have a green arrow still turn and people blow me off. This is without the hundred extra cars needing to get into Geo Lane or Buffalo Grass. Only 4-5 cars that can get into that lane if coming from east. Coming from the west is a right turn and they must pass KSK Lane.

Chair Hiatt said the Commission usually allows 2-3 minutes.

Ms. Snyderman said the two issues are traffic safety and the standard for Affordable Housing. I'm all for Affordable Housing. As a social worker, research has been done how to create a healthy community and not an at-risk neighborhood.

Ms. Monica Marikapas, 1829 Hano Road, was sworn and a member on the board of the Buddhist Center and an event manager and assistant to the Lamas. As Buddhists, we try to find the best solution and be kind to all parties involved. But this development is clearly not good except for the developers. It is not a good space for human beings, being packed in as tight as possible with no room for children. The Buddhist is kind of in the center. There are three issues: traffic, neighbors impacted and impact on possible residents in this state.

"This is not an Affordable Housing project. To squeeze 48 trailers in doesn't make a good project in any way. I go to the Center 4-7 times each week. But I take my life in my hands when making a U–turn at Paseo del Sol. I pay attention every time. But there is going to be an accident there.

"We are a quiet group. We do Buddhist chanting and we are a peaceful group. I like having the big field behind us and the new development will abut right up against us from the back of our buildings."

"I also wondered when hearing questions about Arroyo Chamiso in a very large lot. These lots are already surrounded by huge numbers of people. How about R-2 and R-3 and put in real houses. I encourage you to vote against this.

Darrell McAllen was sworn and said, "Our biggest concern is traffic control. I go up Airport Road and it is a major road from 599 to Cerrillos Road. I leave at 5:45 but at

7:00 someone has to let us out to take kids to school. I never like to do a U-turn, so I have to go all the way around. I think it is way too many houses for such a small lot. There are about 80-100 mobile homes there now and 20 more nearby. The road is very narrow, and kids play there. We first heard they would put real homes there and I understand the rectangular shape now. With only two access points, the road is dangerous and narrow. I would not want a mobile home park there but regular homes on regular lots. Certainly not putting older manufactured homes there. I think there is a city ordinance to also consider.

Tanya Venetta, 134 Vista del Norte in the southern part of South Meadows, was sworn. We were never notified about this rezoning. I heard tonight that letters were mailed only to those within 200' but it should be to everyone who has to live on that road. I have two kids, 6 and 9. In the morning it is at a stop. And in the afternoon only 3 cars fit into Geo Lane and that needs to be adjusted. As far as Affordable Housing. we do need Affordable Housing, but it should not be at the expense of the people who already live there.

"I've heard you talk about a negative impact and this would definitely be negative on my community and my children. Please take into consideration the others who are there. Everyone who is affected should be notified. When you put up a sign, it is not like a letter and they will find someone who can tell them what it says. There are 80 homes in South Meadows and about 10% were notified.

There were no other speakers from the public regarding this case and the public hearing portion was closed.

Commissioner Faulkner said this development bothers me. Commissioner Garcia and I represent District 3 and density is a real problem. These are not communities, but houses and that property should be used as an amenity of some kind. No park is visible. I have a problem with increasing this density. There is no walkability to healthy food. We don't need to add more people to a food desert. Parks are not well maintained. This zoning is not appropriate because the area around is so dense.

Commissioner Clow asked about the type of homes for this property.

Mr. Logston said there are no new mobile homes or trailers permitted anywhere in the City. Manufactured homes are built to their own standard and matchstick built homes and are attached to the ground. We are not allowed to prohibit manufactured homes and people choose them for affordability.

The lot shape is rectangular and their size it typical for manufactured homes.

Mr. Berke added that a subdivision is just that - creating square pieces of land and the State Code prohibits us from prohibiting manufactured homes. The industry worked hard on that. HUD has standards for them. This is just a rezoning case. Some get

approved and then no development happens. Also, people like Pulte and D.L Horton could purchase those lots. Pulte bought and built 250 homes for Las Soleras.

It is an option for manufactured homes, and we don't regulate them except 1976. And stick built homes can be built there.

Mr. Logston said notice requirements in the code is mailing to those within 300' and frequently we hear people who did not get a notice. Maybe we should encourage applicants to expand that, but they followed code.

A grocery or a park would be an excellent development. Grocery stores come in when there is a critical mass. The City cannot force anyone to develop a grocery store there.

He did not discount any of the concerns the residents have when it comes to a head. We are planning to do much more updating to the General Plan, but he could only make a recommendation based on what we have in the Code and neighbors base it on other things.

Commissioner Hogan asked Mr. Romero about access to Geo Lane.

Mr. Romero said left turns are allowed and they don't have to make a U-turn. U turns are needed for Buffalo Grass Road. He understood how U-turns are considered difficult and dangerous. But they are not dangerous and in fact, are safer than allowing left out.

The City built medians along Airport Road and before them, there were constant left turns along Airport Road. With the medians, there have been bigger reductions of injury and accidents. Rarely is there an accident with U-turns. U-turners have to yield to left turners and right turners.

Regarding Geo Lane, the traffic study showed the left turn could accommodate the future traffic.

Commissioner Hogan asked if stacking is adequate for U-turns.

Mr. Romero said the left turn storage is small compared to other major roads. But the majority are accommodated.

We cannot increase capacity there. Connections have been improvements. We worked with schools, knowing we needed other ways out on the west side. The South Meadows connection to 599 makes it more desirable. More people use 599 to get downtown. We are also working on optimizing the signals on Airport Road and studying whether the Jemez Road signal is still needed. We are close to making the timing work there.

Commissioner Gutierrez said at peak hours, everybody is traveling up in the morning

and down in the evening and I don't think a 3-car capacity will work with the development. Cars travel extremely fast there on Airport Road. He asked if it can be extended.

Mr. Romero said if we could extend it, we would ask the developer to do that. But on the other side is a left turn lane just east of Geo Lane and to lengthen it would mean no left turn allowable.

Commissioner Gutierrez noted that property has not been built out.

Mr. Romero said it serves the whole area.

Commissioner Faulkner commented she did not care if trailers are there. The issue is density. There is so much need for amenities there and just adding more people just makes it worse. The city is being critical that our need for Affordable Housing still allows in lieu of fees. I am against the zoning to this level of density.

Commissioner Garcia said putting so many houses on smaller lots is not good. - Owning your own house is or should be everyone's right. There are also many homes there without amenities along Airport Road. This is a frontage of Airport Road and a little too dense. In this case, we need to consider how the whole neighborhoods there would work. I think the density is too much.

Commissioner Gutierrez had some questions for Director Ladd for clarity. If someone who wants to buy one and qualifies for 0 could pay $34,900.

Director Ladd explained the way it works is a 20% requirement with three different income tiers. It is a trigger for the Santa Fe Homes Program, but we cannot apply it until we get to the subdivision stage. This price in front of the Commission is a subsidized price for the lot and geared to the three tiers and would have to be certified by the City.

Commissioner Gutierrez quoted the list of Affordable Housing lots for this development but understood that might change as it goes forward.

Director Ladd agreed. There is a fractional fee for fractional unit. She clarified that the fee in lieu of amendment only applies to multi-family units. So there is not a relationship with these particular projects.

Commissioner Faulkner asked if any of that fund will be used on this property.

Director Ladd said that individual buyers might qualify if they are income-qualified.

Commissioner Faulkner asked if any of those funds go to individuals if they applied for a property for their home.

Director Ladd said it is very possible, if they qualify for those funds. The nonprofits

would connect them to those loans.

Commissioner Faulkner said the fee in lieu of provision allows a developer to not do Affordable Housing and spread affordable options throughout the city. Other developers do high density development in Districts 2 and 3. Everyone tonight complained about affordable clustering like in Districts 2 and 3. And the only way to combat poverty clustering and crime and low voting turnout and inequity in general is to spread poverty throughout a city. The Mayor gave us a book and that is one of the points in the book. There is an absolute connection.

Director Ladd said the Affordable Housing Trust funds are allocated on an annual basis and nonprofits propose a method for assistance. That can be rental assistance or down payment assistance. Because of rental assistance, it can be used on any property and allows a person the ability to rent or buy in any section of the city. She felt it gives people a choice to live in any part of town and not be limited to a development like this.

Commissioner Faulkner said that is if the area will accept the developer.

Director Ladd said it is just an issue if the landlord is able to choose which kind of assistance vouchers they choose to accept.

Chair Hiatt asked Mr. Reeder if he had thoughts about massaging the project in any way.

Mr. Reeder said Mr. Logston already addressed the notices and we mailed out 114 letters within 300' of our property. We are bordered on the north by Shalom R-12 and on south by a trailer park at R-12. The recommended density for low income is R-7 and we didn't go that far. If the lots were bigger, it would not be affordable homes. We want an R-6 subdivision. We could look into more square shape. We hired a civil engineer but wanted to get rezoning before doing the engineering for the density. We can try to make the lots more conducive to stick-built houses.

We did volunteer to construct sidewalks on Geo Lane and Buffalo Grass on our side all the way to Airport Road. So people would not have to walk in the street.

Commissioner Gutierrez said he was on the Commission when Buffalo Grass came in. The end game of what happened there was not a benefit to the city. So if you get approval here, how would you mitigate the problem of trying to get 2 mobile homes on one lot? That is what happened in Buffalo Grass. With two trailers, the quality of life is not good.

Mr. Reeder thought they could create covenants for only one unit per lot and that all be anchored with a permanent foundation. We also could build a wall to screen from adjacent developments.

Commissioner Gutierrez concluded that they are not opposed to limiting one dwelling unit per lot.

Mr. Reeder agreed, although the City might override that.

Commissioner Gutierrez asked if that limitation could be done on the plat.

Mr. Berke said the City cannot and the Commission cannot impose conditions that violate the laws and ADUs are allowed but the Developer can impose covenants on them. The City cannot enforce those covenants. The Rufina subdivisions were oddly shaped but could still have stick-built homes. The developer offered to put a covenant on the plat and with staff, they kept up with it.

Commissioner Gutierrez said Mr. Reeder could put that covenant on the plat. Okay.

Commissioner Gutierrez would like to see two entrances on Geo Lane and two on Buffalo Grass to deal with traffic.

Mr. Reeder said they could think about that. Buffalo is much narrower than Geo Lane. Having that one entrance was to discourage people from Buffalo Grass and directing to Geo Lane. That was their own engineering thought.

Commissioner Gutierrez said a lot at 25' wide and 100' long eliminates a place for kids to play. He would support more open space and he would require longer stacking.

Commissioner Faulkner asked if as developer, he would create the covenants but an HOA would enforce them. She said in her neighborhood, no HOA ever evolved so we have no covenants. They are only as good as the HOA ability to enforce them. That is a big risk.

Commissioner Hogan noted there are other deed restrictions possible.

Commissioner Sategna said to Director Ladd that at this point we are just recommending on rezoning and a lot of this is hypothetical on what it would mean for Affordable Housing. He was just trying to understand is the higher density or 25% to qualify for Affordable Housing would apply. What triggers the Affordable Housing? Would the developer be required to provide a 20% subsidy?

Director Ladd it is 20% for residential and 15% for multi-family. And multi-family can get 15% by right. To pay a fee other than that, is not an option for the developer. It is 20% on this number of lots.

Action of the Commission

MOTION: Commissioner Faulkner moved to not recommend R-6 density. It is already so dense that adding more people will not help the problem for social justice and food.

Director Johnson advised that the General Plan Amendment must be considered first.

MOTION: Commissioner Faulkner moved, seconded by Commissioner Sategna. to not recommend the General Plan Amendment. [She later withdrew the motion.]

Commissioner Gutierrez said instead of having this coming to a vote, he would like to see more work put in on it. Penciling out what the partners think would work to make it a nice subdivision for Airport Road. He would rather see it tabled with more thought to be put into it. They have heard the concerns of the neighbors.

Commissioner Hogan thought the Commission could provide specific direction. He pointed out that R-6 zoning is not inherently dense.

Commissioner Faulkner said less density and more consideration for a park or open space for people who live there would be best. She was willing to withdraw her motion if they are willing to be less dense with more amenities.

Mr. Berke explained the General Plan Amendment could be approved with conditions attached on street width, right angles, etc. Right now the General Plan has institutional use there from R-1- R-6.

Commissioner Faulkner asked that they consider a grocery store rather than residential. Getting rid of amenities is not good.

Chair Hiatt did not have a sense of where the Commission is going and although she made a motion, not to assume that he would be thinking it is not going his way. But he asked if the Applicant would like a table or go for a vote.

Mr. Reeder asked to confer with his partners.

After conferring, he said, "We have waited six months since the ENN meeting. We'd like a decision but are willing to work on it more.

He asked if the Commission could act on the General Plan Amendment and table the rest. He clarified that the application would not be for a grocery store. It will be residential. It is not going to be a church either.

Commissioner Faulkner withdrew her motion to deny.

Commissioner Clow pointed out that if we approve the General Plan Amendment to a lower density, would it mean it is up for grabs to be decided later.

Director Johnson said yes. It would move the General Plan Amendment to the Governing Body and the uses are fairly broad that would be consistent with the General Plan.

Commissioner Clow thought it would be appropriate to consider that.

MOTION: Commissioner Clow moved, seconded by Commissioner Faulkner, in Case #2019-19, to approve the General Plan Amendment from institutional to low density residential with the conditions of approval recommended by Staff.

Commissioner Sategna asked if it is appropriate to ask them to return.

Commissioner Hogan said this motion just gives them permission to return.

VOTE: The motion passed by unanimous voice vote with Commissioners Clow, Faulkner, Garcia, Gutierrez, Hogan, Lawrence and Sategna voting in favor and none voting against.

Ms. Paez recommended to table the rezoning issue.

MOTION: Commissioner Faulkner moved, seconded by Commissioner Clow, to table Case #2019-20.

VOTE: The motion passed by unanimous voice vote with Commissioners Clow, Faulkner, Garcia, Gutierrez, Hogan, Lawrence and Sategna voting in favor and none voting against.

Commissioner Faulkner felt badly for the developer and said it is just circumstances.

Chair Hiatt thanked those who testified.

G. STAFF COMMUNICATIONS

Director Johnson reported that with the adoption of the budget, some changes were made. In the reorganization, two assistant directors will be added to the team. The posting of the positions closed yesterday evening. We have put in the work program two ambitious projects. One is the update to the Land Use Code to improve processes, particularly ENN and have more consistency among the processes and the other part is initiating a community conversation on how to approach General Plan Amendments and is streamlining the number of elements. It has been almost 20 years since this

conversation happened and moving into year two, to be able to get into more substantive changes. The broader conversation is on how to govern ourselves. All of this is conditioned upon hiring those two directors.

Ms. Paez announced the City Attorney's Office is 100% staffed.

Mr. Berke said he felt this was great discussion tonight.

Mr. Berke and Chair Hiatt both apologized for the confusion regarding the Findings of Fact and Conclusions of Law.

H. MATTERS FROM THE COMMISSION

1. *Planning Commission Agendas and cases.*

Chair Hiatt said the results from the conversation among Commissioner Faulkner and Chair Hiatt with Staff were a concern that this would take us past 10 pm and it has already. We are all committed to two meetings per month with projects spaced out.

Commissioner Faulkner thought everyone was ready to run by the time we are done, and we are tired, and it is not fair to the public when we are exhausted. We need to give them the time and thought they deserve. And should have a public comment on agendas.

She asked Staff to bring back next time what a public comment is to be. I signed up for two meetings.

Chair Hiatt asked Councilor Heldmeyer about having public comment to make sure we get the public input.

Commissioner Faulkner thought if we had two meetings each month, we would not be stacked up for time.

Councilor Heldmeyer thought public comment is good but on a specific topic at a specific time makes lots more sense. The School Board has a public comment on their agenda and people talk about whatever they want. if it is not an item on the agenda. She gave several examples.

If the question is how we can bring up a subject, in terms of land use, there are many specific issues that could be notified what is to be discussed and a fair number would make good comments. It is possible but it needs structure.

Commissioner Faulkner said she had talked to Director Johnson about this. We were thinking about all the stuff staff reviews. This comment could give feedback.

Ms. Heldmeyer agreed and not on quasi-judicial items.

Chair Hiatt asked for comment from Director Johnson - Whatever we can do to balance it and not make the public get upset with us.

Director Johnson said she would rather have their two projects not be the focus. Also, LRP has not been active and with these two hires, their first work would be community outreach.

Chair Hiatt asked to get some ideas when they would come up.

Director Johnson anticipated a hiring list within a week to ten days. They probably won't be on board on July 1. And she also has to issue an RFP for our consultant.

Ms. Heldmeyer said after July 1, we will have an increase in constituent service and with people who help Councilors. There will be two of them for 8 Councilors. They will get input on a lot of things from the public and they could help LUD on what they are hearing about. It gives you some extra hands.

Chair Hiatt thought we should postpone discussion on ENN and fee in lieu of.

2. *Discussion of ENN Procedures and Policies.*

This item was not considered.

3. *Discussion of Affordable Housing.*

This item was not considered.

I. ADJOURNMENT

Having completed the agenda and with no further business to come before the Planning Commission, the meeting was adjourned at 10:28 p.m.

The next meeting will be June 20, 2019.

Approved by:

John B. Hiatt, Chair

Submitted by:

Carl Boaz for Carl G. Boaz, Inc.

City of Santa Fe, New Mexico

Governing Body Meeting
July 29, 2020

Exhibit B 2

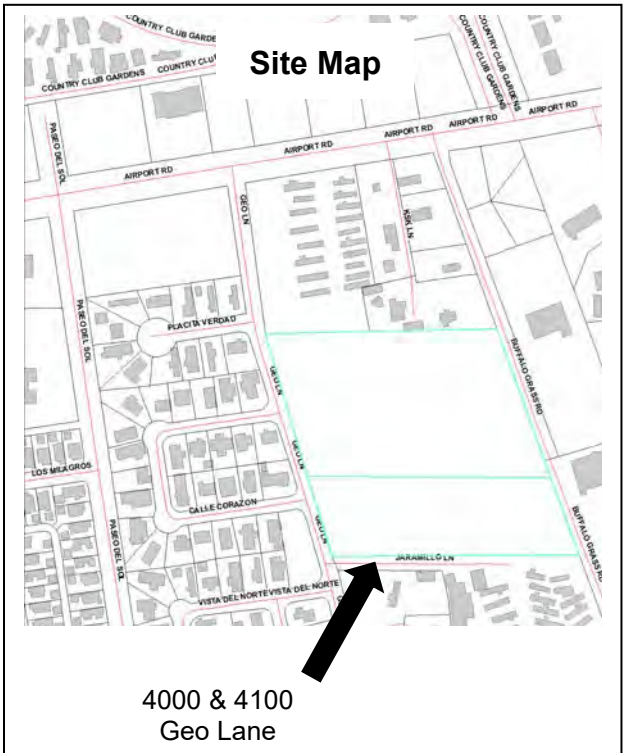
Planning Commission Staff Reports and Packets

February 6, 2020 Staff Report, Relevant Packet Material, Findings and Minutes

EXHIBIT B2

Land Use Department
Planning Commission Staff Report

Case No:	2019-20 & 2019-1520
Hearing Date:	February 6, 2020
Applicant:	John Reeder
Request:	Rezoning & Preliminary Subdivision
Location:	4000 & 4100 Geo Lane
Case Mgr.:	Lee Logston
Zoning:	R-1 (Residential- one dwelling unit per acre)
Overlay:	None
Pre-app Mtg:	December 27, 2018 & December 9, 2019
ENN Mtg:	January 31, 2019 & November 6, 2019
Proposal:	Rezoning from R-1 (Residential- one dwelling unit per acre) to R-5 (Residential- five dwelling units per acre), and Preliminary Subdivision approval for 42 residential lots on 8.59 acres.



Case # 2019-20. 4000 and 4100 Geo Lane Rezoning. John Reeder, Agent, for GEO Park, LLC, Owner, requests a rezoning from R-1 (Residential- one dwelling unit per acre) to R-5 (Residential- five dwelling units per acre). The properties are located at 4000 and 4100 Geo Lane and total approximately 8.59 acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136).

Case # 2019-1520. 4000 and 4100 Geo Lane Preliminary Subdivision. John Reeder, Agent, for GEO Park, LLC, Owner, requests approval of a Preliminary Subdivision Plat for 42 single-family residential lots at 4000 and 4100 Geo Lane. The properties are zoned R-1 (Residential- one dwelling unit per acre) and total approximately +/-8.59 acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136).

RELATED CASE:

Case # 2019-19. 4000 and 4100 Geo Lane General Plan Amendment*. John Reeder, Agent, for GEO Park, LLC, Owner, requests approval of a General Plan Amendment to amend the existing General Plan Future Land Use designation for approximately 8.59 acres from Institutional to Low Density Residential. The properties are located at 4000 and 4100 Geo Lane. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136).* ***RECOMMENDED FOR APPROVAL TO THE GOVERNING BODY JUNE 6, 2019***

I. RECOMMENDATION:

The Planning Commission should recommend **APPROVAL** of the rezoning request and approve the preliminary subdivision plat.

Four motions will be required in this case:

- *Recommend the Governing Body approve the rezoning request for Case #2019-20 from R-1 (Residential- one dwelling unit per acre) to R-5 (Residential- five dwelling units per acre);*
- *Approve the preliminary subdivision for Case #2019-1520 subject to rezoning approval by the Governing Body, with the conditions of approval and technical corrections as outlined in this report;*
- *Approve the Findings of Fact and Conclusions of Law for Case #2019-20 (Exhibit A(2)); and*
- *Approve the Findings of Fact and Conclusions of Law for Case #2019-1520 (Exhibit A(3)).*

II. CONDITIONS OF APPROVAL

Staff recommends the following conditions of approval for Case #2019-1520:

#	Condition of Approval	Dept. or Division	To be completed by:
1	Preliminary Subdivision approval is dependent on being granted a Rezoning to R-6.	Land Use/Current Planning	Prior to Final Subdivision Approval
2	The Developer shall provide sufficient sight distance at the subdivisions access to Geo Lane and Buffalo Grass Road. These sight triangles shall be in accordance with AASHTO standards and shall be reviewed and approved by the City's Public Works Department.	Engineering Division/Traffic	Prior to Final Subdivision Approval
3	The Developer shall provide a signing and striping plan.	Engineering Division/Traffic	Prior to Final Subdivision Approval
4	The Developer shall provide LED street lighting at all intersections, cul-de-sacs, and major curves. These lights shall be mounted on 23' poles per NMDOT specifications. The type of LED to be used shall be reviewed and approved by the City's Public Works Department and shall be New Mexico Night Sky Protect Act compliant.	Engineering Division/Traffic	Prior to Final Subdivision Approval
5	Provide certified drainage report stamped by a registered NM Professional Engineer.	Technical Review Division/Terrain Management	Prior to Final Subdivision Approval

6	An Agreement to Construct and Dedicate (ACD) from the Water Division may be required for this project. A water plan must be submitted directly to the Water Division and approved prior to obtaining an ACD.	Public Utilities/Water Division	Prior to Obtaining Water Service
7	Indicate on subdivision drawings how the project will meet the requirements in 14-8.4 (E), (F), (G,) and (H).	Technical Review Division/Landscape & ADA Site	Prior to Final Subdivision Approval
8	Graphically indicate the street trees with the same size symbol throughout the plan to make clear what is tree and what is shrub. When more than ten trees are required by Section 14-8.4, more than one species shall be provided unless otherwise approved.	Technical Review Division/Landscape & ADA Site	Prior to Final Subdivision Approval
9	Storm water detention ponds must be landscaped per Subsection 14-8.4(F)(2)(e). Open space must be planted per Subsection 14-8.4(H), however if a park dedication is accepted by Santa Fe Parks and Recreation, this will be waived in lieu of the Parks and Recreation requirements.	Technical Review Division/Landscape & ADA Site	Prior to Final Subdivision Approval

Following standard practice, redline comments will be provided to the surveyor who shall make any necessary changes to comply with technical corrections, and submit the corrected plat in Mylar. The "technical corrections" that must be made to the plat prior to recordation are listed in Exhibit A(1).

III. EXECUTIVE SUMMARY:

The Planning Commission first considered an application for this property on June 6, 2019. The application, at that time, consisted of a General Plan Amendment from Institutional future land use designation to Low Density Residential (three to seven units per acre) which was recommended for approval, and a rezoning from R-1 (Residential- one dwelling unit per acre to R-6 (Residential- six dwelling units per acre). The Applicant's intent at that time was to develop approximately 48 residential lots on +/- 8.59 acres. The Planning Commission tabled the rezoning request, asking the Applicant to come back with something potentially less dense that would better address the concerns of the surrounding residents, which included traffic, density, lot shape, type of housing to be built, and the lack of parks and open space.

The Applicant is now requesting a rezoning to R-5 (Residential- five dwelling units per acre), and is requesting preliminary subdivision approval for a 42 lot subdivision. While the proposed density is not significantly less than the original proposal, the Applicant has made a number of changes to the proposed subdivision in an attempt to address resident concerns. The amended rezoning application did not require a new Early Neighborhood Notification (ENN) meeting, but an ENN for the preliminary subdivision application was held on November 6, 2019. The Applicant held an additional, non-required meeting the following week.

If given a favorable recommendation on the R-6 rezoning application, the Applicant will go to the Governing Body for final approval of the rezoning and the General Plan Amendment. A preliminary subdivision approval would be conditioned on the Governing Body approving both the General Plan amendment and the rezoning. If the General Plan amendment and rezoning are approved, the final subdivision plat will come back to the Commission for final approval.

IV. BACKGROUND

At the ENN and the June 6, 2019 public hearing for the original application, the proposal met with considerable opposition from residents who feel that the Southside is experiencing rapid and uncontrolled growth, resulting in poor quality of life for residents. Residents opposed the rezoning request at this location for a multitude of reasons, including traffic impacts, the potential for the subdivision to become a manufactured home community, and quality of life issues. The following section will detail how the Applicant has attempted to address each of the concerns with this amended application.

Traffic

Volume: Residents have said that they feel that Geo Lane and Buffalo Grass Road are very busy and cannot accommodate any more traffic. Approximately 109 residences have their primary access from Geo Lane. Buffalo Grass Road provides access to far fewer houses (fewer than 20) but provides access for a number of businesses. The Traffic Impact Analysis (TIA) performed for the original R-6 proposal measured traffic movements at the intersections of Airport Road and South Meadows Road, Paseo del Sol, Geo Lane, and Buffalo Grass Road. For all of these intersections, the Level of Service (LOS) grades did not change with the additional traffic to be generated by the subdivision. Specifically, the intersections of Geo Lane and Buffalo Grass Road currently operate at level of service “B” at both morning and evening peaks, and this level of service will not change with traffic from the new subdivision. The proposed subdivision has two accesses on Geo Lane and one on Buffalo Grass. All three of these intersections are expected to operate at level of service “A”. Therefore, while there may be a perception that these are very busy roads, they are not currently near capacity, and the effect of the new subdivision will not change the LOS for these roads.

Parking: Residents have expressed concern that residents of and visitors to the new development will park on Geo Lane or Buffalo Grass Road instead of within the subdivision. Each lot within the subdivision will easily provide the required two off street parking spaces. Furthermore, three out of four primary streets within the subdivision will be 50 foot public ROWs, which are wide enough for parking on one side of the street. The one road within the subdivision that is built on a 42 foot ROW is a cul-de-sac. It should be noted that even if there is overflow parking, Geo Lane and Buffalo Grass Road are both public streets, not private. Geo Lane has a 50 foot ROW which can accommodate parking on one side.

Manufactured Homes

Lot shape: There was conjecture at the June 6 hearing that the rectangular shape of the lots in the original subdivision design would encourage the placement of manufactured homes over building stick-built homes. The perception was that lots were too narrow for stick-built homes, but with an average width of approximately 50 feet for over half the lots in the original conceptual layout, they were typical of lots in many stick-built home subdivisions. Many of the single-family, stick built home lots in El Camino Crossing are 44 feet wide. Stick built homes in Cielo Azul are being built on 40 to 50 foot wide lots, with an average

lot width of roughly 45 feet. In Las Acequias, sick-built home lots average approximately 50 feet wide. In spite of this, to address concerns of the Commission and residents, the Applicant has increased the width of the lots to an approximate average width of 58 feet.

Federal and state law regarding manufactured homes:
It has been argued in this case, and it is frequently argued, that residents of the new subdivision might bring in new or old mobile homes. The National Manufactured Housing Construction and Safety Standards Act of 1974 established construction, design, performance, and installation standards for manufactured housing or prefabricated homes. The Department of Housing and Urban Development (HUD) enforces these standards to assure their quality, durability, affordability, and safety. These HUD construction and safety standards preempt state and local laws, and apply to all manufactured homes produced after June 15, 1976. Manufactured homes are built to stick built home standards.

New Mexico followed up with its own law reinforcing the National Manufactured Housing Act of 1974 with the New Mexico Manufactured Housing and Zoning Act in 1978:

> *In the exercise of any of the powers and duties conferred by law, no governing body of a political subdivision of the state or any planning and zoning agency thereunder shall exclude multi-section manufactured homes from a specific-use district in which site-built, single-family housing is allowed or place more severe restrictions upon a multi-section manufactured home than are placed upon single-family, site-built housing within that specific-use district so long as the manufactured housing is built or constructed according to the Housing and Urban Development Zone Code II or the Uniform Building Code [3-21A-3 N.M.S.A. 1978].*

Municipalities simply cannot restrict manufactured homes due to neighbor sentiment. The only authority municipalities have is to regulate aesthetic standards. The New Mexico Manufactured Housing and Zoning Act continues to state that:

> *The governing body of any political subdivision of the state or any planning and zoning agency thereunder is authorized to regulate manufactured housing to require that it meets all requirements other than original construction requirements of other single-family dwellings that are site-built homes in the same specific-use district and to further require by ordinance that such manufactured housing be consistent with applicable historic or aesthetic standards [3-21A-3 N.M.S.A. 1978].*

SFCC defines a single-family dwelling unit *as "One principal dwelling unit, occupied by one family, located on a lot without other principal uses or structures. Single- family dwelling includes a manufactured home but does not include a mobile home."* A mobile home can only be placed on a lot as a single family use with a special use permit. Finally, mobile homes and RVs are prohibited as accessory structures per Santa Fe City Code (SFCC) Section 14-6.3(C).

Covenants: It was clear, in discussion about manufactured homes, that neighbors fear that older, unattractive manufactured homes would be brought into this subdivision. The Applicant has included in their covenants provisions that the homes be no more than five years old, and that the homes be attached to a permanent masonry foundation finished in stucco or some other material that compliments the finish

of the home. This is to ensure a more grounded, permanent finish than skirting that will be consistent throughout the development. The Applicant is willing to place a restriction on guesthouses in the HOA covenants.

Quality of life issues

Pedestrian safety: Residents have said that they feel their neighborhood is dangerous for pedestrians. Geo Lane does not currently have a continuous sidewalk connecting to Airport Road, and Buffalo Grass Road only has one on its east side. The City is not requiring it, but the Applicant is offering to build approximately 400 feet of off-site sidewalk on the east side of Geo Lane, and almost 500 feet off-site on Buffalo Grass Road. Sidewalks would be 5' wide and a planter strip would be provided, but not planted. This would connect the new subdivision and to Airport Road and vastly expand the sidewalk system within the greater neighborhood. As an off-site infrastructure improvement, City staff will not require this, but if the Applicant confirms willingness to construct off-site sidewalks at the public hearing, this could be included final subdivision stage.

Road alignments: Residents have expressed concerns about cut through traffic in the new subdivision. The Applicant has aligned the roads within the proposed subdivision in such a way as to eliminate a straight through path.

Lack of parks: Residents have said repeatedly that they feel that the south side generally is devoid of parks, and have repeatedly said that, even though the lot size, shape, and layout is really no different from any other subdivision, that that the proposal did not offer any chances for recreation, and would be unhealthy for children. While the dedication of park land is not required for a development this size, the Applicant will dedicate a quarter-acre public park to the City at this location, and the Parks Department has committed to maintain it. This park will be open to all residents.

The Applicant is also willing to donate the lot directly adjacent to the KSK Buddhist property to the organization as a garden space for the Temple, or perhaps to the neighborhood for use as a community garden. At the time of this application, this is still being discussed. If not donated, the lot would be an additional open space parcel for the subdivision and would not be developed as a residential lot. This will be specified by a note on the plat. Additionally, at the request of residents, the Applicant has provided a larger rear setback for structures on several of the lots that are closest to monk residences on the KSK grounds.

General quality of life concerns: Residents voiced many concerns over general crime and declining quality of life in their area. Many of these concerns are big picture issues that cannot be addressed with this application, but as detailed in this staff report, the Applicant has done what is possible to address these concerns with the subdivision design. "Quality of life" is not determined by density or housing type alone. The proposed development is not any denser that any of the surrounding development; in fact, it is less dense than many of the surrounding areas.

V. EXISTING CONDITIONS:

Land Use

Surrounding development consists mostly of single-family, manufactured homes and small mobile home parks. Surrounding zoning includes R-3 (Residential- three dwelling units per acre), R-6 (Residential- six dwelling units per acre), R-12 (Residential- twelve dwelling units per acre), and MU (Mixed Use).

Direction	Property Address	Zoning
North	KSK Lane, KSK Buddhist Center, Shalom Mobile Home Park	R-1 & R-12 (Residential- one dwelling unit per acre & Residential- twelve dwelling units per acre)
East	Buffalo Grass Road assorted properties	MU (Mixed-Use District)
South	Jaramillo Lane	R-3 & R-12 (Residential- three dwelling units per acre & Residential- twelve dwelling units per acre)
West	West Meadow Subdivision	R-6 (Residential- six dwelling units per acre)

VI. PROJECT ANALYSIS:

Traffic and Access

Geo Lane is a 50 foot public right of way (ROW), with approximately 30 feet of pavement adjacent to the project site. Buffalo Grass Road is a 40’ public ROW, with approximately 18’ of pavement and sidewalks. The Applicant will construct curb, gutter, and sidewalk along their property on the east side of Geo Lane and the west side of Buffalo Grass Road, dedicating any necessary ROW for the improvements. As mentioned before, the Applicant will also extend both of these sidewalks north to connect with existing Airport Road sidewalks. This amounts to approximately 900’ of off-site sidewalk improvements that will improve pedestrian safety for existing and future residents.

Currently, Buffalo Grass Road terminates before the southeast corner of the project. The ROW for an extension to Buffalo Grass is already dedicated on the Jackhammer Associates property at 3938 Buffalo Grass Road. The Applicant will construct approximately 265 feet of road, curb, gutter, and sidewalk on this property to connect to the proposed development, paving it to the width of existing Buffalo Grass Road pavement.

The proposed subdivision would have two entrances onto Geo Lane and one onto Buffalo Grass Road. The preliminary design was configured to direct traffic onto Geo Lane, making use of the left turn lane that exists on Airport Road for westbound traffic. The entrances from both Geo Lane and Buffalo Grass Road have been deliberately not aligned in order to discourage any through traffic "short cuts" through the subdivision.

Subdivision Analysis

No common open space is required in a single family subdivision of this type, as lots are of sufficient size to not trigger the requirement. As mentioned in the background section, the Applicant intends to donate/dedicate the equivalent of one lot either to KSK Temple or to the residents as open space within the subdivision. The nature of this land donation/dedication will be resolved by the time the Applicant

seeks final subdivision approval. The following table summarizes information about the proposed subdivision:

Zoning	R-5 (Residential – five units acre)
Total Lots	42
Affordable Lots	8 (20%)
Gross Density	4.8 units/acre
Average Lot Size	5,847 sf
Street Setback	7’ or 20’ (Standard R-1 through R-6)
Side Setback	5’/10’ set/step back (Standard R-1 through R-6)
Rear Setback	15’ (Standard R-1 through R-6)
Height at Setback	14’ max height at 5’ setback
Maximum Height	24’ max
Park Dedication	0.26 acres
Ponding/Retention	0.41 acres
Voluntary Dedication	0.14 acres

Grading and Drainage
The site is fairly flat, draining to the south and east with a slope of approximately 18 feet in 800 feet. A centralized pond at the southeast corner of the property will handle storm water runoff.

Fire, Water, Sewer, and Dry Utilities
Both Geo Lane and Buffalo Grass Road have City water, City sewer, and gas lines. There are two fire hydrants nearby, on Geo Lane and Buffalo Grass Road at the northwest and northeast corners of the properties, respectively.

Impact on Schools
The Applicant notified Santa Fe Public Schools per Ordinance 2008-32 of the proposed development.

Santa Fe Homes Program
Per SFCC Subsection14-8.11(D)(1), the rezoning request triggers the Santa Fe Homes Program (SFHP) requirement for affordable lots. Based on the Applicant’s subdivision, eight lots (20% of the total proposed) will be affordable and will be identified on the subdivision plat. The SFHP Agreement will be finalized at the time of subdivision approval and payment collected when final subdivision documents are recorded. In the event that the property is sold before lot sales commence, the obligation transfers with the title.

Homeowners Association and Private Covenants
HOA assessments will pay for community expenses for maintaining common areas such as retention ponds, maintaining private roadways that access garages, and maintaining subdivision boundary fencing. As discussed in the background section, they are also provisions regarding the age, type, and foundation requirements for any manufactured homes placed within the subdivision.

Environmental Review: Archaeology and Prairie Dogs

The project lies within the Suburban Archaeological Review District. As the property is under ten acres in size, an archaeological clearance permit will not be required per SFCC Subsection 14-3.13(B)(3)(a). The Site will be assessed for prairie dogs and any colonies will be relocated per SFCC Section14-8.12 prior to issuance of construction permits.

VII. REZONE APPROVAL CRITERIA

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:

Criterion 1 [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;** **(iii) a different use category is more advantageous to the community, as articulated in the General Plan or other adopted city plans;**	**Criterion Met:** (Yes/No) **YES**
(i) Not Applicable (ii) The surrounding area has evolved over the past few decades, evolving from semi-rural open areas to predominately residential neighborhoods. Residential developments are currently established on three sides of the property, along with one institutional use to the north. A mixture of live/work and light commercial establishments are to the east and south on the other side of Buffalo Grass Road. (iii) R-5 zoning would be more advantageous to the community than the existing R-1 in terms of providing much needed buildable lots at lower prices than one acre lots could be offered. The Commission has already recommended changing the future land use designation from Institutional to Low Density Residential, recognizing the abundance of land designated Institutional in this area, and consistency with the SWAMP and with guidelines articulated in various sections of the General Plan.	
Criterion 2 [14-3.5(C)(1)(b)]: all the rezoning requirements of Chapter 14 have been met;	**Criterion Met:** (Yes/No) **YES**
The Applicants have met the Chapter 14 procedural requirements for re-zoning, including holding an Early Neighborhood Notification Meeting, posting and mailing of notification requirements, and submitting required application submittals including a Traffic Impact Analysis. The Applicant is not requesting any variances.	
Criterion 3 [14-3.5(C)(1)(c)]: the rezoning is consistent with the applicable policies of the General Plan, including the future land use map;	**Criterion Met:** (Yes/No) **YES**
The proposed rezone is consistent with the Commission's previous recommendation to change the	

future land use designation from Institutional to Low Density Residential. The Southwest Area Master Plan (SWAMP) serves as the general plan for this area, and the SWAMP is essentially neutral about residential housing at this density in this area. Low density residential is an appropriate land use with the general Mixed Use intent of this area, and as found by the Commission in the general plan amendment case, housing at this location "would promote the general welfare and contribute to the harmonious development of Santa Fe as long as the resulting density and design proposal are appropriate for the surrounding area."	
Criterion 4 [14-3.5(C)(1)(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;	**Criterion Met:** (Yes/No) **YES**
The proposed rezoning exceeds the two acre threshold below which rezonings will not be considered (14-3.5(C)(2)(b)), and is consistent with the General Plan in terms of density.	
Criterion 5 [14-3.5(C)(1)(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.	**Criterion Met:** (Yes/No) **YES**
A traffic impact analysis was previously performed to assess the impact of the additional traffic anticipated to be generated by the proposed development, based on R-6 density, higher than the R-5 now proposed. Levels of service did not change at any of the intersections studied. The Applicant will make road improvements to his property, as well as significant off-site sidewalk improvements. Water and sewer are readily available in both Geo Lane and Buffalo Grass Road. Full DRT review indicated that infrastructure would be able to absorb the impacts of the proposed development. The Applicant is dedicating a public park to the City. Existing infrastructure can accommodate the development, and the Applicant is making improvements as well.	
Criterion 6 [14-3.5(C)(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;** **(c) or benefit one or a few landowners at the expense of the surrounding landowners or general public.**	**Criterion Met:** (Yes/No) **YES**
(a) The proposed change in use will result in a new single family, detached home development which will be consistent with the prevailing use and character in the area. (b) The proposed rezoning is well over the two acre threshold. (c) The proposed subdivision is for 42 lots, and includes the dedication of a quarter acre park and potential donation of a lot to either the KSK Buddhist temple or the community. The average lot size is over 5,800 square feet, well over the minimum lot size of 4,000 square feet. The proposed subdivision includes several roads wide enough to allow for on-street parking, so resident and visitor parking should be confined to the subdivision. The developer is willing to	

build 900 feet of off-site sidewalk improvements. A public park will be dedicated. Given all this, the development does not come at the expense of the general public.	
Criterion 7 [14-3.5(D)(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;	**Criterion Met:** (Yes/No) **YES**
DRT review indicated that road and utility infrastructure would be able to handle the proposed density. The Applicant will make road improvements to their property, as well as extensive off-site sidewalk improvements.	
Criterion 8 [14-3.5(D)(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.	**Criterion Met:** (Yes/No) **YES**
The Applicant will make road improvements to the property, as well as extensive off-site sidewalk improvements. The developer will cooperate and participate wholly or in part with any applicable costs of construction in addition to impact fees.	

VIII. PRELIMINARY SUBDIVISION PLAT

SFCC Section14-3.7 governs the authority, procedures and restrictions for the division of land. SFCC Subsection 14-3.7(B)(3)(d) states that "The Planning Commission shall review the preliminary plat and other materials submitted for conformity to this article, consider the Land Use Director report and recommendations and require any changes deemed advisable and the kind and extent of improvements to be made by the subdivider."

The criteria for approval of a Preliminary Subdivision are detailed below:

Criterion 1: In all subdivisions, due regard shall be shown for all natural features such as vegetation, water courses, historical sites and *structures*, and similar community assets that, if preserved, will add attractiveness and value to the area or to Santa Fe.	**Criterion Met:** (Yes/No) **YES**
Archaeological clearance was not required for this proposal. There is minimal vegetation on the site, and there are no significant natural features, water courses, or historical sites.	
Criterion 2: The planning commission shall give due regard to the opinions of public agencies and shall not approve the *plat* if it determines that in the best interest of the public health, safety or welfare the land is not suitable for *platting* and *development* purposes of the kind proposed. Land subject to *flooding* and land deemed to be topographically unsuited for building, or for other reasons uninhabitable, shall not be *platted* for *residential* occupancy, nor for other uses that may increase danger to health, safety or welfare or aggravate *erosion* or *flood* hazard. Such land	**Criterion Met:** (Yes/No) **YES**

shall be set aside within the *plat* for uses that will not be endangered by periodic or occasional inundation or produce unsatisfactory living conditions. See also Section 14-5.9 (Ecological Resource Protection Overlay District) and Section 14-8.3 (Flood Regulations).	
There are no water courses or FEMA designated flood plains on or near this property. There is minimal slope to the property, with less than 20 feet elevation loss between the north and south boundaries of the property. The retention basin is located at the southeast corner of the property, where it will take full advantage of natural slopes.	
Criterion 3: All *plats* shall comply with the standards of Chapter 14, Article 9 (Infrastructure Design, Improvements and Dedication Standards).	**Criterion Met:** (Yes/No) **YES**
The Development Review Team (DRT) has reviewed the Applicant's proposed subdivision design. The DRT includes the following City Divisions: Traffic, Technical Review, Water, Sewer, Fire and Land Use. Review comments and conditions from the DRT provide necessary changes to the proposal to conform to the City Code in order to meet standards for public health, safety or welfare. The engineering design for terrain management, roads and utilities complies with all requirements of Chapter 14. Sewer will gravity flow for all lots within the subdivision. The water line will be capable of providing the fire flow standards of the International Fire Code.	
Criterion 4: A *plat* shall not be approved that creates nonconformity or increases the extent or degree of an existing nonconformity with the provisions of Chapter 14 unless a variance is approved concurrently with the *plat*.	**Criterion Met:** (Yes/No/N/A) **YES**
No existing nonconformities are increased, nor are any nonconformities created by the approval of this subdivision. The applicant is not requesting any variances with this proposal.	
Criterion 5: A *plat* shall not be approved that creates a nonconformity or increases the extent or degree of an existing nonconformity with applicable provisions of other chapters of the Santa Fe City Code unless an exception is approved pursuant to the procedures provided in that chapter prior to approval of the *plat*.	**Criterion Met:** (Yes/No/N/A) **YES**
No existing nonconformities are increased, nor are any nonconformities created by the approval of this subdivision. The applicant is not requesting any exceptions with this proposal.	

IX. EARLY NEIGHBORHOOD NOTIFICATION

An ENN was held for the original application, consisting of general plan amendment and R-6 rezoning requests, on January 31, 2019. Approximately ten members of the public attended. An ENN for the amended application, consisting of an R-5 rezoning request along with preliminary subdivision approval, was held on November 6, 2019. Four residents signed in. Additionally, another informal meeting for neighbors was held on November 12, 2019 as an additional opportunity for neighbor input, which was attended by two residents and one member of the press. Concerns voiced at all meetings were largely the same, and the Applicant's efforts to address these concerns are detailed in the Background Section of this report. ENN notes are found in Exhibit D.

X. EXPIRATION

According to SFCC Subsection14-3.19(B)(2) “Approval of a preliminary subdivision plat … shall expire three years after final action approving it unless the final plat … is approved.” Should the Commission approve the preliminary subdivision plat and adopt the recommended Findings of Fact at this hearing, the expiration date would be February 6, 2023.

The rezoning request is a recommendation, rather than a final decision. Therefore, there is no expiration date provision in our code.

XI. ATTACHMENTS:

EXHIBIT A:

1. Technical Corrections
2. Draft Findings of Fact/Conclusions of Law Case #2019-20
3. Draft Findings of Fact/Conclusions of Law Case #2019-1520

EXHIBIT B: Development Review Team Memoranda

1. Traffic Engineering Division Memorandum, John Romero, P.E
2. Technical Review Memorandum, Dee Beingessner
3. Water Engineering Division Memorandum, Brian Snyder
4. Wastewater Division Memorandum, Stan Holland, P.E.
5. Landscape & Site ADA Compliance, Dalinda Bangert
6. Fire Department Memorandum, Geronimo Griego

EXHIBIT C: Maps and Photos

EXHIBIT D: Early Neighborhood Notification

EXHIBIT E: Applicant Materials

1. Application Submittals
2. Traffic Impact Study Summary
3. Proposed Subdivision

APPROVED BY:

Title	Name	Initials
Interim Land Use Director	Eli Isaacson	
Land Use Planner Manager	Noah Berke	
Land Use Department Case Manager	Lee Logston	

City of Santa Fe, New Mexico

Exhibit D

Early Neighborhood Notification

1. ENN Packet
2. ENN Sign in Sheets
3. ENN Notes

EXHIBIT B2

Geo Park, LLC
P.O. Box 1523
Santa Fe, NM 87504
505-690-8098

October 21, 2019

Dear Property Owners and Residents,

We are following up on our earlier meetings and Planning Commission hearing from June 6th and have scheduled an ENN (Early Neighborhood Notification) meeting for Wednesday, Nov. 6th at 5:30 pm in the Southside Library Branch to discuss our revised proposal for development of the 8.589 acres at 4000 & 4100 Geo Lane. Our revised proposal reflects feedback from neighbors and commission members who raised concerns about the density we were originally requesting, open space and other considerations. Our new request is for reduced density from R-6 to R-5 with larger and reconfigured Lots, more open space, wider roads, and other improvements.

Early Neighborhood Notification is intended to provide for an exchange of information between applicants for proposed development projects and the project's neighbors before plans become too firm to respond meaningfully to community input. In order to offer ample opportunity for neighbors to provide feedback there will be another meeting the following week on Tuesday, Nov. 12th, at 5:30, also in the Southside Library, for anyone wishing to attend the official ENN meeting but cannot make it on Wednesday, Nov. 6th. This additional meeting will be informal but will be open to anyone wishing to offer input.

Pursuant to the City of Santa Fe Land Development code : SFCC 14-3.1 (F), the official Early Neighborhood Notification meeting is scheduled for:

Time: **5:30 pm**
Date: **Wednesday, Nov. 6th**
Where: **Southside Library Branch 6599 Jaguar Drive, Santa Fe, NM 87507**

Attached you will find a vicinity map for our proposed project. If you have any questions or comments and you cannot attend either meeting, please feel free to call me anytime at 505-690-8098 or email me at johndreeder@gmail.com. I will be happy to arrange to meet individually at a mutually convenient time and place.

Respectfully,

John Reeder - Geo Park, LLC

ENN GUIDELINES

Applicant Information

Project Name: Geo Lane Park

Name: Geo Park, LLC
Last First MI

Address: PO Box 1523 Santa Fe NM 87504
Street Address Suite/Unit #

City State ZIP Code

Phone: 505 690 8098 E-mail Address: johndreede@gmail.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 Geo Lane Park will be a residential subdivision, primarily single story, detached single family residences. The effect on the character and appearance of the surrounding neighborhoods will be to improve the overall residential quality and character, and improve pedestrian access to and from the area. The requested R-5 density will be less than any surrounding developments, which include R-11 to the North, R-12 to the South, and R-6 to the West.

(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.***

Currently, the 8.589 acres for the proposed development is vacant land, sparsely dotted with a few small trees and numerous shrubs and cactus. The relatively flat land is criss-crossed by some dirt tracks. Trespassing all terrain vehicles sometimes create a nuisance of noise and dust. There are no significant features such as rock formations, rivers, arroyos, etc., and no public easements or facilities.

(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.***

There are no known Pre-Historic, Historic, Archeological, or Cultural sites or Structures located on the property. There are no acequias on the property and it is many miles from the historic downtown Santa Fe area.

(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 proposed development is intended to follow the requirements of the City's General Plan for re-zoning requests and to continue to follow the City's requirements as to Code compliance as the development progresses. The proposed zoning and density meets the City's General Plan Land Uses and Densities guidelines and is appropriate for the surrounding area and will be in a proper and favorable relationship to it's neighbors.

(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.***

The proposed development will add to vehicle and pedestrian traffic on Geo Lane and Buffalo Grass Rd. from the development North to Airport Rd., and then East and West along Airport Rd. A traffic impact study completed in May of 2019,* determined the development would have a minimal traffic impact on the surrounding roadway network.

(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 proposed development will provide temporary jobs for the construction phase of the project, leading to an additional population base of 43 families. This population increase will help support existing and new businesses in the Airport Rd. corridor , as well as the greater Santa Fe City area. The City and the County will both see an increase in property tax revenue from the development.

(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 proposed development will result a significant addition of permanent affordable housing units to the City's housing supply. Such units are currently in short supply and the project will provide many lower income families of different ages and mixes with a badly needed local option for a relatively affordable home within the City.

(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.***

Although the proposed project will result in additional impact on City infrastructure and services, including Fire and Police protection, School and City transportation services, as well as City and private utility services, these impacts will be minimized due to the infill nature of the development. All utilities are quite close to the project and no extensions of sewer or water distribution lines, or other infrastructure will be necessary.

*Terry O. Brown, P.E. Certified Traffic and Transportation Engineer

(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.***

Although the proposed project will result in additional impact on City infrastructure and services, including Fire and Police protection, School and City transportation services, as well as City and private utility services, these impacts will be minimized due to the infill nature of the development. All utilities are quite close to the project and no extensions of sewer or water distribution lines, or other infrastructure will be necessary.

(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 proposed project is a small scale residential development and will not require the master planning of mixed land uses. Sidewalks with ramps will be incorporated throughout the subdivision on both sides of all roads for the safe use by pedestrians.

(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.***

As mentioned in (h) and (i) above, the proposed project will be an infill development and as such will conform with the City's General Plan goals for such development. Because the proposed project has existing residential developments on 3 sides the proposed zoning and density is highly appropriate and shall compliment it's urban form.

(l) ADDITIONAL COMMENTS (optional)

City of Santa Fe
Early Neighborhood Notification Meeting
Sign-In Sheet

Project Name: GEO LANE PARK **Meeting Date:** NOVEMBER 6, 2019

Meeting Place: SOUTHSIDE LIBRARY **Meeting Time:** 5:30 PM

Applicant or Representative Check Box below

↓		Name	Address	Email
☐	1	Helen M. Chavez	214 Calle Lena	
☐	2	Theresa Gallegos		
☐	3	Mark Podojil IV	607 Cristo Rey	
☐	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.

LEE LOGSTON — Printed Name of City Staff in Attendance

Signature of City Staff in Attendance

NOV 6, 2019 — Date

This sign-in sheet is public record and shall not be used for commercial purposes.

EXHIBIT B2

City of Santa Fe
Early Neighborhood Notification Meeting
Sign-In Sheet

Project Name: GEO LANE PARK **Meeting Date:** NOVEMBER 6, 2019

Meeting Place: SOUTHSIDE LIBRARY **Meeting Time:** 5:30 PM

Applicant or Representative Check Box below

↓		Name	Address	Email
☐	1	Marmika Patkiewicz	3777 KSK Lane/Buddhist Center	Marmika@gmail.com
☐	2			
☐	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.

LEE LOGSTON — Printed Name of City Staff in Attendance

Signature of City Staff in Attendance

Nov 6, 2019 — Date

This sign-in sheet is public record and shall not be used for commercial purposes.

EXHIBIT B2

South Side Library
11·12·2019
5:30 pm

Sign In Sheet

Marnika Paskiewicz –

Katherine Lewin

Helen N. CHAVEZ

John Reeder

City of Santa Fe
Land Use Department
Early Neighborhood Notification
Meeting Notes

Project Name	Geo Lane Rezone & Preliminary Subdivision
Project Location	4000 & 4100 Geo Lane
Project Description	Rezoning and Preliminary Subdivision Approval for 42 Lot Subdivision
Applicant / Owner	John Reeder, Luis Olivas, Hassan Salam
Agent	
Pre-App Meeting Date	December 27, 2018
ENN Meeting Date	November 6, 2019
ENN Meeting Location	Southside Library, 6599 Jaguar Drive
Application Type	Rezoning and Preliminary Subdivision
Land Use Staff	Lee Logston
Other Staff	
Attendance	Lee Logston, John Reeder, Luis Olivas & Hassan Salam (applicants),and four members of the public

Notes/Comments:

Lee Logston called the meeting at 5:30 PM. Mr. Logston briefly explained the history of this project. While the Planning Commission previously recommended the General Plan future land use designation change from Institutional to Low Density Residential, they tabled the R-6 rezoning proposal, asking the applicant to come back with something less dense, and to try to address the concerns of residents, who had shown considerable opposition to the proposal. Mr. Logston explained that the General Plan Amendment would still proceed to Council, but that the applicant was waiting to get a favorable recommendation from the Commission on some level of zoning. The current proposal is for R-5 and Preliminary Subdivision approval. The Commission could approve the subdivision conditioned on the Council approving the General Plan Amendment and Rezone. There would be at least two more public hearings: Council consideration of the General Plan change and rezone, and Planning Commission consideration of the Final Subdivision. Mr. Logston then introduced Mr. Reeder who gave a brief summary of his proposal, and the EN proceeded in a conversational manner.

Mr. Reeder explained that the revised proposal had fewer lots (42) to address density concerns, squarer lots to address concerns that the lots were only conducive to manufactured

homes, wider streets to provide ample resident parking, an open space lot directly behind the Buddhist Temple, and a quarter-acre open space dedicated to a future park. He explained that he had been in discussions with the Parks Department, and that the City had expressed willingness to take on maintenance of a small park in the area. He explained that they intended for the subdivision to have covenants specifying standards for manufactured homes and prohibitions against ADUs.

Over all, residents feel that there are too many homes in the area already, and that traffic is already bad. Specifically, they felt that Geo Lane and Buffalo Grass Circle were not capable of carrying more traffic, and that right-in/right-out connections to Airport Road were inadequate. Mr. Reeder answered that the traffic study showed that Geo Lane and Buffalo Grass would function at acceptable levels with the new subdivision. Mr. Logston added that while he could certainly imagine that these roads seem busy, they are not at their actual capacity, and wider than many other residential roads.

There was general discussion of traffic, speeding drivers in their neighborhoods, road width, parking, crime, City enforcement, and quality of life. Mr. Reeder and Mr. Logston tried to focus the discussion on the subdivision, and what can be done with this subdivision to address some of those concerns. Mr. Reeder stated that he felt he had done his best to address what he could. Mr. Logston encouraged residents to work with Police, Code Enforcement, Constituent Services, and their City Councilors on the larger issues that they were concerned about.

The meeting was officially adjourned at 6:45 PM, but a couple of residents stuck around a little longer to talk.

City of Santa Fe, New Mexico

Exhibit E

Applicant Materials

1. Application Submittals
2. Traffic Impact Study Summary
3. Proposed Subdivision

EXHIBIT B2

GEO Park, LLC
members
John Reeder + Hassan Salam + Luis Olivas
P.O. Box 1523 Santa Fe, NM 87504

Dec. 18, 2019

To: Whom It May Concern;

Re: Re-Zoning Request for 8.659 AC at 4000 & 4100 Geo Lane, Santa Fe, NM

We - John Reeder, Hassan Salam, and Luis Olivas, members of GEO Park LLC - the owners of the property at 4000 & 4100 Geo Lane, Santa Fe, NM, do formerly request the Re-Zoning of the property from its current R-1 zoning designation to an R-5 designation.

Our intent is to develop the property as Lots for an affordable single family housing community allowing traditional site-built houses, modular homes, and manufactured homes on permanent masonry foundations.

Thank you for considering our request.

Sincerely,

John Reeder - Agent/Applicant

EXHIBIT B2

GEO Park, LLC
members
John Reeder + Hassan Salam + Luis Olivas
P.O. Box 1523 Santa Fe, NM 87504

Dec. 18th, 2019

Letter Addressing Re-Zoning Approval Criteria

Re: Re-Zoning Request for 8.659 AC at 4000 & 4100 Geo Lane, Santa Fe, NM from R-1 to R-5

Further to our Letter dated Dec. 18th, 2019 Addressing Re-Zoning Approval Criteria for the above referenced property, specifically;

Section 14-3.5 SFCC 1987

Criterion 1(a)

(i) Not Applicable

(ii) There has been gradual change to the neighborhood over the past few decades, evolving from semi-rural open areas to predominately residential neighborhoods. Residential developments are currently established on 3 sides of the property to the South, West, and North, along with one institutional use (also North – a place of worship). Lying to the East on the other side of Buffalo Grass Rd. is a mixture of Live/Work and light commercial establishments.

(iii) Due to the item (ii) above, a different use category from R-1 to R-5 is more advantageous to the community at this time so as to bring the subject property into conformity with the predominately residential developments that are now adjacent on three sides. The proposed new zoning category complies with the City's SWAMP and is consistent with guidelines articulated in various sections of the General Plan, such as in the Future Land Use section.

Therefore, following from the above cited considerations, **the Criterion for 1(a) is met.**

Criterion 1(b)

We, the applicants, have met the Chapter 14 procedural requirements for re-zoning, including holding Early Neighborhood Notification Meetings, posting and mailing of notification requirements, and submitting required application submittals, including a preliminary development plan.

Therefore, **the Criterion for 1(b) is met.**

Criterion 1(c)

We believe the re-zoning request is consistent with the applicable policies of the General Plan and also the future land use map. For example, in 1.7.9 of the General Plan - Urban Form - it states '...promote a compact form and encourage sensitive/compatible infill development. And in the SWAMP, map 2.2.6, this specific property is labeled for future use as RMED - medium density residential. Our proposal would also create a neighborhood that would be "walkable" under the SWAMP principles (Principle 1) because we are proposing handicap accessible sidewalks throughout the subdivision on both sides of all roads, and it is within easy walking or driving distance (Principle 6) of commercial areas. Further, we believe our proposed development also meets the spirit and intent of the affordable housing goals of the general plan.

Therefore, **the Criterion for 1(c) is met.**

Criterion 1(d)

"The amount of land proposed for re-zoning and the proposed use of 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". Our proposal for 8+ acres involves well over the 2 acre minimum for such requests.

Therefore, **the Criterion for 1(d) is met.**

Criterion 1(e)

We believe 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. Requests for sewer and water availability have found both sewer and water to be available and a Traffic Impact Analysis has been conducted by a licensed and certified Engineer. Other divisions within the City, such as Land Use, Parks & Recreation, Fire, Traffic, etc. will be responsible for reviewing the proposed development for compliance and shall make applicable recommendations, which shall be incorporated into our proposal and thereby accommodate the impacts of the proposed development.

Therefore, **the Criterion for 1(e) is met.**

Criterion 2 (a)

The proposed change in use will result in a new detached single family home development , which will be consistent with the prevailing use and character in the area.

Therefore, **the Criterion for 2(a) is met.**

Criterion 2(b)

The proposed re-zoning affects an area greater than 2 acres.

Therefore, **the Criterion for 2(b) is met.**

Criterion 2(c)

We do not believe our re-zoning request will benefit only one or a few landowners at the expense of the surrounding landowners or general public. Our proposed subdivision is for 42 Lots on 8.659 acres, which is an R-5 density. This density is less than any existing density in the adjoining developments. The subdivision to the West is R-6 and there is R-11 and R-12 adjoining on the North and the South. Further, our proposal would create Lots with a minimum size of 5,000 sq. ft., including 6 Lots at around 6,000 sq. ft. or greater and another 6 Lots at over 7,000 sq. ft. The minimum Lot size under the existing R-6 subdivision to the West is only 4,000 sq. ft., so virtually all of our proposed Lots would be at least 25% larger than the minimum size of any in the immediate neighborhood. Our proposed subdivision would also include wider roads than required, allowing for more on-street parking. Considering these multiple features, we believe our proposed subdivision will elevate the overall character of the immediate and general area and thereby improve the property values of the surrounding landowners. The general public will also benefit due to increased property tax revenues for the City and County, as well as by adding more customer base for businesses along the Airport Rd. corridor and the greater Southwest area.

Therefore, **the Criterion for 2(c) is met.**

Criterion D(1) & D(2)

If the impacts of the proposed development cannot be accommodated by the existing infrastructure and public facilities, including the possible need for new streets, sidewalks or curbs necessitated by and attributable to the new development, the City may require the developer to participate wholly or in part in the cost of construction of off-site facilities, in addition to impact fees that may be required pursuant to Section 14-8.14, and in conformance with any applicable City ordinances, regulations or policies;

We, the developers, will cooperate and participate wholly or in part with any applicable costs of construction for off-site facilities or improvements determined to be required due the impacts our proposed development, in addition to impact fees that may be required pursuant to Section 14-8.14

Therefore, **the Criterion of D(1) & D(2) will be met.**

Respectfully,

John Reeder - Member/Owner and Agent for GEO Park, LLC

EXHIBIT B2

Terry O. Brown P.E.

Geo Lane Park Subdivision

(Airport Rd. / Geo Lane)

Traffic Impact Study

April 26, 2019

D R A F T

TERRY O. BROWN
NEW MEXICO
6407
LICENSED PROFESSIONAL ENGINEER

Presented to:

City of Santa Fe
Traffic Engineering Department

Prepared for:

Terry O. Brown P.E.
P.O. Box 92051
Albuquerque, NM 87199
505 · 883 · 8807

Geo Lane Park Subdivision
(Airport Rd. / Geo Lane)
Traffic Impact Study

Executive Summary

The purpose of this study is to evaluate the transportation conditions before and after implementation of the proposed Geo Lane Park Subdivision, determine the impact of the development on the adjacent transportation system and recommend mitigation measures where necessary. The subdivision can be developed based on a proposed zone change from I-1 (Church) to R-6 (Residential – 6 DU's per acre). This study is prepared to meet the requirements of the City of Santa Fe Traffic Engineering Department associated with its review of the Geo Lane Park Subdivision.

The proposed development is located near the southeast corner of Airport Rd. / Geo Lane. The study area includes the intersections of Airport Rd. / S. Meadows Rd., Airport Rd. / Paseo del Sol, Airport Rd. / Geo Lane and Airport Rd. / Buffalo Grass Rd. as well as the three proposed driveways for the project. Following is a vicinity map showing location of the project:

The proposed development is to be developed as a 48 unit single-family detached housing subdivision. The anticipated implementation year for this site is the year 2022. According to the Institute of Traffic Engineers' (ITE) trip generation rates, the weekday AM Peak Hour period is anticipated to generate approximately 10 entering trips and 29 exiting trips. During the weekday PM Peak Hour period, it is anticipated that it will generate approximately 32 entering trips and 19 exiting trips.

The development will be accessed via three proposed driveways for this parcel of land, two on Geo Ln. and one on Buffalo Grass Rd.

Analysis results by analysis year are included in the following tables:

			2022 Conditions	
Intersection No. / Name	Signalization	Case	AM Peak	PM Peak
1 - Airport Rd. / S. Meadows Rd.	Signalized	NO BUILD	C - 32.5	C - 20.8
		BUILD	C - 33.5	C - 21.0
2 - Airport Rd. / Paseo del Sol	Signalized	NO BUILD	B - 19.5	B - 12.3
		BUILD	B - 19.6	B - 12.4
3 - Airport Rd. / Geo Lane	Unsignalized	NO BUILD	B - 12.3	B - 10.9
		BUILD	B - 12.5	B - 11.0
4 - Airport Rd. / Buffalo Grass Rd.	Unsignalized	NO BUILD	B - 11.4	B - 10.6
		BUILD	B - 11.6	B - 10.7
5 - Driveway"A" / Buffalo Grass Rd.	Unsignalized	NO BUILD	N/A	N/A
		BUILD	A - 8.7	A- 8.7
6 - Driveway"B" / Geo Lane	Unsignalized	NO BUILD	N/A	N/A
		BUILD	A - 9.0	A- 9.1
7 - Driveway"C" / Geo Lane	Unsignalized	NO BUILD	N/A	N/A
		BUILD	A - 9.0	A- 8.9

In summary, the proposed development does not have a significant adverse impact to the adjacent transportation system and the minimal impact to the transportation system can be mitigated by the recommended measures described in this report and summarized in the table above. In summary, the recommendations of this study are:

Recommendations

Project should be accessed via three full access driveways:

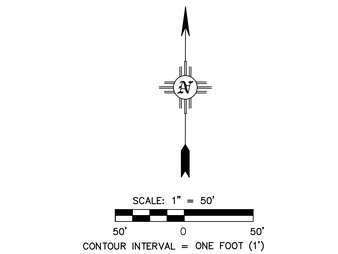
- **Driveway "A" / Buffalo Grass Rd.** – should be designed and constructed with one entering lane and one exiting lane minimum. Driveway "A" is located approximately 120 feet north of the south boundary of the subdivision (boundary line to centerline of Driveway "A").
- **Driveway "B" / Geo Lane** – should be designed and constructed with one entering lane and one exiting lane minimum. Driveway "B" is located approximately 230 feet north of the south boundary of the subdivision (boundary line to centerline of Driveway "B").
- **Driveway "C" / Geo Lane** – should be designed and constructed with one entering lane and one exiting lane minimum. Driveway "C" is located approximately 250 feet north of Driveway "B" (centerline to centerline).

Driveways shall be designed and constructed to preserve adequate sight distances as required by the City of Santa Fe Traffic Engineer.

Driveways should be designed and constructed to intersection Geo Lane and Buffalo Grass Rd. at a 90-degree angle plus or minus 10 degrees.

EXHIBIT B2

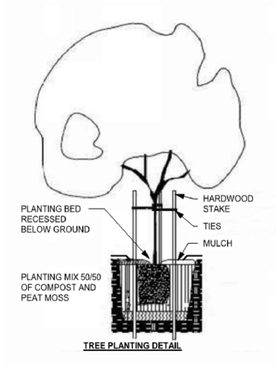




LEGEND

- 7160 — EXISTING CONTOURS
- 65 — DESIGN CONTOURS
- PARCEL LINES
- PROPOSED TREES
- ASPHALT PAVEMENT
- OPEN SPACE
- RESEEDED AREA

NOT ALL SYMBOLS WILL NECESSARILY APPLY TO THIS PROJECT



TREE PLANTING DETAIL

TREES:
1 TREE PER 30' O.C. AVERAGE
3,618 LINEAR FEET/30=121 TREES

REQUIRED OPEN SPACE:
500 S.F. OF PLANTED OPEN SPACE PER ACRE OF DEVELOPMENT
DEVELOPMENT AREA=8.58± ACRES
8.58 x 500 = 4290± SF = 0.10± ACRES

Civil Engineering • Water Resources • Traffic Engineering
W• E Walker Engineering
905 Camino Sierra Vista, • Santa Fe, NM 87505
505-820-7990
FAX 505-820-3539
E-MAIL civil@walkerengineering.net

No.	REVISION	BY	APP.	DATE

PROJECT: 19-143 LANDSCAPE
FILE: 143 LANDSCAPE
DATE: 12/12/2019
SCALE: AS NOTED
DESIGNED BY: J.R.D.
DRAWN BY: J.R.D.
CHECKED BY: M.E.W.

CITY REVIEW

DEPARTMENT	SIGN-OFF	DATE
WASTEWATER		
WATER		
PW ENGINEERING		
TRAFFIC		
FIRE DEPARTMENT		
SOLID WASTE		
LANDSCAPE		
TRAILS/OPEN SPACE		
SUBDIVISION REVIEW		

PROJECT: GEO LANE SUBDIVISION

SHEET TITLE: OVERALL LANDSCAPE PLAN

SHEET NO.

L-1

City of Santa Fe

Agenda

PLANNING COMMISSION
Thursday, February 6, 2020 - 6:00pm
City Council Chambers
City Hall 1st Floor - 200 Lincoln Avenue

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. An Ordinance Amending the Land Development Code to Add a Definition for "Apothecary"; and Amend the Definition of "Clinic". (Councilors Abeyta and Lindell) (Eli Isaacson, Interim Land Use Director, esisaacson@santafenm.gov, 955-6830)

2. **Case #2019-1523. 913 ½ A&B Old Pecos Trail Variance.** Montoya Land Consulting Inc., Agent, for Lucy Lopez et alia, Owner, requests a variance from Table 14-7.2-1 "Table of Dimensional Standards for Residential Districts" to allow a side yard setback of less than 5 feet. The property is zoned R-3 (Residential - three dwelling units per acre), and is within the River and Trails Archaeological Review District. (Dan Esquibel, Case Manager daesquibel@santafenm.gov, 955-6587)

3. **Case #2019-20. 4000 and 4100 Geo Lane Rezoning.** John Reeder, Agent, for GEO Park, LLC, Owner, requests a rezoning from R-1 (Residential- one dwelling unit per acre) to R-5 (Residential- five dwelling units per acre). The properties are located at 4000 and 4100 Geo Lane and total approximately 8.59 acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136).

4. **Case #2019-1520. 4000 and 4100 Geo Lane Preliminary Subdivision.** John Reeder, Agent, for GEO Park, LLC, Owner, requests approval of a Preliminary Subdivision Plat for 42 single-family residential lots at 4000 and 4100 Geo Lane. The properties are zoned R-1 (Residential- one dwelling unit per acre) and total approximately +/-8.59 acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136).

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:	January 21, 2019
TIME:	10:04 AM

SUMMARY INDEX
PLANNING COMMISSION MINUTES
FEBRUARY 6, 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 and Findings/Conclusions	None	2
E. Old Business:	None	2
F. New Business		
1) Ordinance Amending the Land Development Code to Add a Definition for "Apothecary"; and Amend the Definition of "Clinic"	Recommended Approval	2-3
2) Case #2019-1523. 913 ½ A&B Old Pecos Trail Variance.	Approved	3-5
" Findings/Conclusions	Approved	5
3) Case #2019-20. 4000 and 4100 Geo Lane Rezoning.	Postponed	5-33
4) Case #2019-1520. 4000 and 4100 Geo Lane Preliminary Subdivision.	Postponed	6-33
G. Staff Communications	Comments	33
H. Matters from the Commission	Comments	33-34
I. Adjournment	Adjourned at 9:25 pm	34

MINUTES OF THE CITY OF SANTA FE PLANNING COMMISSION
Thursday, February 6, 2020 - 6:00pm
City Council Chambers
City Hall 1st Floor - 200 Lincoln Avenue

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. in the Council Chambers at City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

A. ROLL CALL

Roll Call indicated the presence of a quorum for the meeting.

Members Present
Commissioner John B. (Jack) Hiatt, Chair
Commissioner Janet Clow
Commissioner Pilar Faulkner, Secretary
Commissioner Lee Garcia
Commissioner Brian Patrick Gutierrez
Commissioner Jessica Lawrence

Members Absent
Commissioner Mark Hogan (excused)
Commissioner Dominic Sategna (excused)
(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.

Public Comment

None.

Commission Discussion

Commissioner Lawrence asked to clarify if there would be any access issues with the new lot arrangements.

Mr. Esquibel said no, the accesses have all been preestablished.

Action of the Commission

MOTION: In Case #2019-1523, 913 ½ A&B Old Pecos Trail Variance, Commissioner Garcia moved, seconded by Commissioner Gutierrez, to approve the Variance subject to the conditions of approval and technical corrections recommended by staff.

Chair confirmed with Ms. Paez that the motion had enough detail for the variance.

Commissioner Gutierrez commented the Commission had denied a few variances in the past but with the history of the property and the longevity of the family living there, he wanted to second the motion.

VOTE: The motion passed by roll call vote with Commissioners Clow, Faulkner, Garcia, Gutierrez and Lawrence voting in favor and none voting against.

MOTION: In Case #2019-1523, 913 ½ A&B Old Pecos Trail Variance, Commissioner Garcia moved, seconded by Commissioner Gutierrez, to approve the Findings of Fact and Conclusions of Law.

VOTE: The motion passed by roll call vote with Commissioners Clow, Faulkner, Garcia, Gutierrez and Lawrence voting in favor and none voting against.

3. **Case #2019-20. 4000 and 4100 Geo Lane Rezoning. John Reeder, Agent, for GEO Park, LLC, Owner, requests a rezoning from R-1 (Residential- one dwelling unit per acre) to R-5 (Residential- five dwelling units per acre). The properties are located at 4000 and 4100 Geo Lane and total approximately 8.59 acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136).**

4. **Case #2019-1520. 4000 and 4100 Geo Lane Preliminary Subdivision. John Reeder, Agent, for GEO Park, LLC, Owner, requests approval of a Preliminary Subdivision Plat for 42 single-family residential lots at 4000 and 4100 Geo Lane. The properties are zoned R-1 (Residential-one dwelling unit per acre) and total approximately +/-8.59 acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136).**

A photograph of Airport Road and Geo Lane is attached as Exhibit "1".

Staff Report

Mr. Logston said the two cases would be heard together. The Commission has considered this case before on June 6, 2019 as an R6 zoning request and general plan amendment. The Commission recommended approval of the general plan amendment from institutional to low-density residential but asked that the rezoning be reconsidered. The applicant has returned with the rezoning request and has added a preliminary subdivision request, conditioned on approval of the rezoning.

In the first case 2019-20 there is the rezoning request from R1 to R5. The subdivision portion is a preliminary subdivision for 42-lot single-family residential. There is 8.59 total acreage. The Commission approved the general plan amendment and tabled the rezoning. The applicant was asked to return with something less dense to better address concerns of local residents. The applicant has done that by way of explanation.

The applicant missed a notification deadline and rather than postpone, was advised by staff to wait until he had the rezone recommendation. Then both could be taken to City Council together. The applicant is requesting R5 in preliminary subdivision and made efforts to address the safety and quality of life concerns expressed by the residents in the ENN process in June. Much of that is included in his staff report.

In summary, the applicant is open to making off-site pedestrian improvements: increased width of roads for more parking on-street; increased width of lots in response to lot configuration and plans to dedicate a open space to KSK. That will be left as open space for a community garden if not accepted by KSK. Another concern of the residents was manufactured homes. The applicant is willing to put conditions such as appearance, how they attach to the ground and the finish, that would be in covenant with the subdivision.

Mr. Logston noted an error in his staff report on Condition of Approval #1, (page 2) that rezoning be granted to R6 - that should actually be R5.

Staff feels the criteria of rezoning has been met and the proposed preliminary subdivision meets development standards and approval criteria and does not create any nonconformities or increase them. Therefore, staff recommends approval.

Four motions will be needed: 1) recommend the Governing Body approve the rezoning request; 2) approve the preliminary subdivision; 3&4) a motion approving Findings of Fact and Conclusions of Law for each case.

Commissioner Clow noted on page 6 that the applicant also is willing to place a restriction on guest houses in the HOA covenant.

Mr. Logston confirmed that was correct.

Commission Gutierrez asked if the June 6, 2019 minutes had been emailed or printed out.

Mr. Logston replied they were emailed.

Mr. Logston added that he received a call from Pat Padilla, who was not sure she could make the meeting tonight. She owns the Shalom Mobile Home Park on the corner of Airport and Geo Lane. Ms. Padilla asked that he relay her overall concerns about traffic in general on the southside and about the crime.

Commissioner Faulkner asked staff to go over Item 7 (e), (f),(g) and (h) of the Conditions of Approval.

Mr. Logston needed to check the Code, but thought it had to do with active water harvesting.

Ms. Paez noted in 14-8.4, the Landscape and Site Design section, paragraph (e) is water harvesting and irrigation standards; (f) is plant material standards; (g) is street tree standards and (h) is open space planting requirements.

Mr. Berke elaborated on the sections. The water harvesting reference is an option to the applicant to actively or passively harvest water and show how they will do that, prior to final subdivision. The remainder of the section talks about irrigation and graywater. Irrigation details requirements for most of the street trees such as backflow prevention and control boxes. Plant material standards specific to types of trees, acceptable sizes of shrubs, and preservation and relocation of trees. The open space requirement is 1 tree and 2 shrubs for every 500 ft.^{2} of open space, and quantity and spacing.

Mr. Logston said his staff report details the concerns of the neighbors and he knew the applicants would discuss what they have done in that regard. He offered to read those if the Commission wanted.

Chair suggested waiting until after the public hearing.

Applicant's Presentation

John Reeder, 824 Gonzales Road, was sworn. He said they took the criticism heard in June to heart and have addressed all of the issues possible. They have incorporated much of the suggestions into their new proposal. Primary was the density of the subdivision and they reduced their request from R6 to R5 - a 12.5% reduction in density. They contacted City Parks who accepted a donation of 1/4 acre of their open space for a park. They reconfigured three lots to a more traditional square shape due to suggestions on configuration and have discussed with HomeWise a possible partnership. HomeWise has committed to helping them find homeowners and offered to consider stick-built houses in the subdivision. An open space lot will be given a legal description to enable them to donate it and they discussed donation with KSK adjoining the subdivision. He showed the lot on the map and the open space offered to KSK. If they do not accept the open space it will remain open space of the subdivision.

When lots were removed, they also made the roads much wider. Every road is now 50 feet wide with the exception of the small road to the cul-de-sac on the south side of the subdivision. The extra width will allow space for two cars to park off street as well as on street on one side of the road. The point was to discourage parking on Geo Lane and make it more convenient for those in the subdivision to park within the subdivision.

He noted their engineer Maury Walker was present, and could speak to impacts the subdivision could have in terms of utilities and other items. Also, Kim Shanahan wanted to speak.

Chair confirmed both Mr. Shanahan and Mr. Walker would speak in the public comment for the applicant.

Chair Hiatt opened the floor to public comment with a three-minute limitation.

Public Comment

Kim Shanahan at 51 Herrera Road, was sworn. He said he was speaking on behalf of the applicant because he knew him, and Mr. Reeder and his partners are not greedy developers. They are Santa Feans who believe in the community and want to do something good; to provide affordable housing. He knows about affordable housing as a former executive officer of Santa Fe Area Homebuilders Association. In his opinion, the proposal accommodates every concern of the neighbors relative to density, affordable housing and other concerns. He said Mr. Reeder mentioned the public park within the subdivision. In fact, property that he designated for the pafrk is outside of the subdivision and faces the neighborhood and will be more of a neighborhood park.

Mr. Shanahan added that Mr. Reeder is willing to give the open space to the Buddhist Community because of its proximity to their dormitory. Again, he is trying to be

a good neighbor. He also plans to extend the sidewalks on both sides past his property to Airport Road to further connect walk ability. The manufactured homes/stick-built homes are difficult to build for less than $200 a square foot. That's $300,000 for a 1500 ft.^{2}. Doublewides on concrete foundations are mortgageable and will increase in value and are appropriate for the neighborhood.

Anna Hansen, 2008 Kiva Road, was sworn. She is a long-time member of KSK and helped build the stoupa. The community has been there a long time and are good neighbors and have improved the quality of life in the area. She is concerned about the dormitories and is grateful they want space in between. She also understands KSK would like a wall. Another concern is the road is very narrow and the applicant should consider the kind of traffic that will use the road. The road may need improvement and pavement and sidewalks as well as a crosswalk across Airport Road. She asked the Commission to consider comments from the KSK neighborhood. She cares deeply about the Center and the quality of life for residents there.

Marmika Paskiewicz, 1829 Hano Road, was sworn. She is a member of the Board of Directors of KSK Buddhist Center and they met recently. They have considered some suggestions made by Mr. Reeder. The Board is happy he is willing to do the extra space, but feels a wall is necessary. The Buddhist center is a little different and exotic and could attract interest and would be helpful to have some protection. A primary concern beyond that is traffic and the right turn on red on Paseo del Sol. A U-turn has to be made and people freely run through the red light. The turn on red has right of way but doesn't work well for them because of the medians. They asked that the Commission eliminate the right turn on red and make arrangements for a safe crossing for pedestrian/school traffic. The Center supports the residents' concerns and feel those should be considered.

Debra Snyderman, 3810 KSK Lane, spoke as a resident of KSK. She is also on the Board of Directors for the KSK Center and has lived there since 1988. She has seen many changes to the neighborhood without much concern to quality of life. The Commission granted R4 zoning on June 6th and Mr. Reeder's plans are based on R5 zoning. In her discussions with Mayor Webber in the summer of 2019, he told her the poverty around Airport Road is concentrated in trailer parks. Also, the Santa Fe Reporter, July 2019, stated regarding the Airport Road area "*has one of the highest rates of people living in poverty and poor health and the highest number of children on free and reduced lunch in the entire country*. According to the Community Health Needs Assessment, 22.9% of people in the Airport Road area are less than the poverty level - over 4,000 people. And again, the poverty is concentrated in trailer parks.

She said Mr. Reeder has plans to make money off the poor by buying the land between Buffalo Grass Road and Geo Lane. They plan to divide the land into as many lots as allowed and invest as little as possible to create a healthy place to live. There appears to be no standards for so-called affordable housing. Her opposition to Geo Lane Park is based on the following concerns: the park is a plan for another unhealthy, densely

concentrated, impoverished neighborhood within a larger community without the needed amenities to assist the growing numbers of poor with the means of getting out of poverty. Amenities include things like childcare centers, counseling services, job training, access to healthy food, clean, safe recreation spaces, health clinics and other items.

Her second objection to the Geo Park is the dangerous traffic concern. The Commission should consider there are five public schools within walking distance to the park, all on the south side of Airport Road. She mentions the schools to give a sense of the traffic issues at the beginning and end of the school day. Traffic during morning rush hour is frequently backed up by car accidents and emergency vehicles. After school, the neighborhood often sees children, with or without parents, and adults crossing Airport Road from South Meadows, Paseo del Sol where there are no safe or clearly marked crosswalks. Her neighbor was almost hit by a car when getting off a bus, because the car was turning right on red. There is no other way to get to and from their homes except by making U-turns because of the medians.

Helen Chavez, West Meadows Subdivision, was sworn. She showed the format of West Meadows built in 1983. The City has too many parks and half of them are run down, including the two parks in West Meadows. Kids don't use them, and one is used for dumping of furniture, weeds, old trees and other items. One of the roads is caving in and the landscaping is bad. She was told a lot of things that were promised when Mr. Hunt built the project, were not done. She doesn't take Mr. Reeder at his word that something will happen. She was against the project. She asked what is Airport Road - food trucks, a few schools, kids running across hoping to make it. The retention pond will create a lot of problems and bring bugs and people will dump their trash. Eighty percent of the people in West Meadows are Mexican Nationals and she has gone door to door to get support on this. They are afraid to come. The area will increase in crime, and invasion of people and how would that benefit their children. All she can say is "God help us if this gets done".

Marti Rodriguez, 6077 Quatro Vientos, was sworn. She agrees about the park. The park across the street is an eyesore and if they are going to make another eyesore, she doesn't want it. Why do they have to have old mobile homes on Airport Road that will take down property values. The paper had something the other day about removing the junkyard near the airport because it was embarrassing to the City when people fly in. Why not have something nice that families can do. Her mom and dad worked hard to pay for their property and the value is just decreasing. It's like West Side Story, get out of the south side, get out of the west side, move to the north side. We can't afford to live in the northside. She knows that they can stop the old mobile homes. When she tried selling her old mobile home, she was told she could not put it in the mobile home parks because it was too old.

Daryl McCown, 6077 Quatro Vientos, was sworn. He supports his neighbors. His concerns are mostly water, which is a big concern and traffic, a bigger concern. Making

a U-turn on Paseo del Sol is dangerous. His wife, when taking his daughter to school, hopes for a person courteous enough to let her come out on Geo Lane. Everyone lives on the south side and he hopes the City will do something about the traffic. If they put in a park, he hoped it will it be environmentally friendly. Also, he would like to see more fire hydrants because there are only two on Geo Lane.

Alfonso Jaramillo, 6301Jaramillo Lane, directly to the south of the project, was sworn. He also supports the community and has reviewed the new plan. Mr. Reeder went from 80 some lots to 40 some lots - a12.5% reduction. He thought lots should be further reduced to 25% to 22 mobile home lots. Geo Lane has no lights and is a safety issue for people in the high-density traffic area and a light on Buffalo Grass Road, would make sense. There have been several accidents accessing County Club Gardens because they have to go in the middle of the lane and wait. He has been there since 1974 and the traffic flow is tremendous. There has been a lot of development on Airport Road and he hears more is coming in addition to Mr. Reeder. That is why he requests that the reduction be set lower to consider future development. He is not trying to stop the development. He understands the City has to grow and earns money through the water and sewer, but he is hoping the Commission considers this.

Commissioner Gutierrez asked Mr. Jaramillo how many units are on his property.

Mr. Jaramillo explained his family has been on the property since 1974 and he is now the owner. They manage a property of 30 units. He lives on Jaramillo Lane, a private lane and there is housing behind his property. They all enter and exit through Geo Lane. He also read a future apartment development is planned on Buffalo Grass Road. There is no other entrance and that is why he thought Buffalo Grass Road would be essential to have a streetlight. It would also benefit Country Club Gardens and traffic through Geo Lane.

Commissioner Gutierrez asked if they were able to access Buffalo Grass Road or is it always Geo Lane.

Mr. Jaramillo confirmed access was only through Geo Lane.

Chair Hiatt closed the public hearing.

Commissioner Garcia asked to address Ms. Snyderman and the five points she said she wanted the Commission to hear. He asked to hear the last two she was not able to discuss due to time, but she should be concise, in less than 30 seconds.

Ms. Snyderman said there were not actually five points. It is just that Buffalo Grass Road is 27 feet wide behind her house. The Buddhist Center property houses 7 people and Buffalo Grass Road has no dividing line. She wanted to know the legal size for a City

double-lane road because it is already used as a two-lane road by necessity. That is her biggest concern is the current use if they plan to add more cars.

Chair Hiatt said her testimony had something he wanted to ask Mr. Burke about. He did not remember the Commission approving R4 at the June 6th meeting.

Mr. Berke said that was correct, the Commission did not approve R4. They approved a general plan amendment for a recommendation for low density designation. The property was institutional and was proposed at the time to be rezoned to R6. The Commission would not approve that but agreed the general plan amendment could move forward to recommend a lower density than R6. They did not choose R4 specifically.

Alba Blondis, 7042 Valentine Loop, was sworn. She has observed a number of accidents as a traveler on Airport Road southwest bound, left-hand turn lane onto Geo Road. Her concern is safety if they add a lot more drivers. She thought Airport Road is a State road. She thought it would be up to the New Mexico State Department of Transportation to alter turning lanes or widen roads. She doubted that will occur in a timely fashion before an influx of drivers.

Chair Hiatt clarified that Airport Road is City owned.

Ms. Chavez, previously sworn, said she forgot to mention West Meadows owns a little bit of Geo Lane towards the back and it is a sharp U-turn. If you miss the U-Turn, you go downhill. West Meadows owns all the streets to the right coming in from Airport to Geo.

Ms. Rodriguez, previously sworn, asked to add they did not even have a sidewalk on one side of Geo Lane.

Chair Hiatt closed the public hearing.

He asked to hear from Mr. Walker, since he had heard all the concerns about traffic. He added that everyone knew all of the growth is occurring on the south side and when there is a project on Agua Fria, Alameda, Airport Road, the Commission hears this. They know the traffic is not good.

Maury Walker, 905 Camino Sierra Vista, with Walker Engineering, was sworn. He said he unfortunately did not do the traffic study. He was not completely aware of what the study revealed. He said John Romero may be more aware of that. They are going to provide sidewalks along their frontage on both sides of both Geo Lane and Buffalo Grass. The question on ponding collecting bugs and trash - this will be a retention pond that drains in 24 hours so there will be no standing waters. As far as 27 feet for the size of the road, that is adequate for two cars to pass; 24 feet is usually the minimum.

Commissioner Gutierrez noted in the revised plan all of the roadways, except one, are 50 feet to accommodate on street parking. He asked the roadway widths originally presented.

Mr. Walker said he would have to look them up but thought the cul-de-sac was 38 feet and some areas were 42 and they increased 38 feet to 42 and 42 was increased to 50 feet.

Mr. Reeder clarified that the first turn into the subdivision off Airport Road was 50 feet and previously was 42. The road that was 38 was increased to 42 feet and additionally they shifted the entry onto Buffalo Grass Road to another location.

Chair Hiatt asked who conducted the traffic study.

Mr. Reeder said Terry O' Brown Traffic Engineers out of Albuquerque.

Chair Hiatt asked Mr. Reeder if he wanted to respond to comments from the public hearing.

Mr. Reeder replied there is an existing coyote fence, but he could discuss the wall contemplated by the KSK with his partners. He was sure they would be amenable to building a wall. If KSK does not want to own the lot, it would not be a problem. They would make it a community open space.

Chair Hiatt noted the decision would be left to him whether to give KSK in fee simple or keep it as an open space, but the wall sounds important. This is a good time to talk to his partners about that.

Mr. Reeder added he had forgotten to mention in addition to the donation of the open space, they created a 20-foot setback as a buffer along the KSK property. That was more than standard. That raises the question whether the wall should be on the property line or follow the setback to create more space for KSK, but they can discuss that.

Commissioner Faulkner asked how many vehicles per household were considered when the traffic engineer calculated the increase in traffic.

Mr. Reeder believed it was five but could double check.

Mr. Logston suggested asking John Romero.

Mr. John Romero, Traffic Engineer, said the calculation is based on a survey of numerous subdivisions of detached homes to determine a rate of vehicles per home, and what that roughly comes to during PM peak hours. They use national surveys developed by the International Traffic Engineering Association and their own local surveys. Santa

Fe is even lower. They estimate about 1 nighttime vehicle per day; and estimate 10 trips - with two trips as a person leaving and coming back throughout the day. The AM is even lower and is a fraction of .75 per house.

Commissioner Faulkner thought it counterintuitive. The number doesn't seem accurate when observing traffic in the morning on Airport Road.

Mr. Romero said he understood the perception. He has done five surveys of detached homes of subdivisions. Santa Fe is constantly lower than the rates they use in the traffic assumptions for traffic studies.

Chair Hiatt added, as acceptable for development. He confirmed in this case Mr. Romero was looking at whether the proposed traffic created by the development, as proposed, would have a significant impact on the rest of the traffic in the areas of Airport Road. He asked if his opinion was it would not significantly impact the traffic. It's hard to believe it would not have any impact.

Mr. Romero explained there is a difference of opinion on traffic congestion. Santa Fe relative to the entire nation has a very low traffic congestion. It takes 30 minutes max to get from one side of town to the other during rush hour. They have Bluetooth devices on some signals throughout the City that track people's travel across town. He understood Airport Road gets jammed in the morning, but a lot has to do with the timing of the signals, and they have a contract that will improve the timing. Another reason, especially in this area, is signal proximity. South Meadows and Jemez Road have a close signal proximity making it hard to time the signals. This study looks at the effects of removing the Jemez signal. They will hold public hearings, and study that to see if that will help to improve traffic flow on Airport Road. He noted in the 18 years he has been with the City there has not been a timing plan done on Airport Road.

Commissioner Faulkner asked when the study will be complete.

Mr. Romero said a notice to proceed has been issued to the consultant and they have obtained traffic counts and begun modeling. They hope to have something by summer. They will have a public meeting, with the primary purpose not to get feedback on expanding the road but just to discuss the removal of the signal.

Commissioner Faulkner asked if there is a traffic count for Geo Road.

Mr. Romero said the traffic study included a count, but he didn't recall the numbers.

Commissioner Garcia asked if there are any future City projects planned that could possibly redesign Airport Road and accommodate some of the issues. There are plenty of accidents coming out of Country Club Gardens trailer park, which should never have been allowed.

Mr. Romero replied none at the moment. They did a project to introduce the medians and before that it was a free-for-all. The numerous closely spaced access points caused a lot of problems and the access control shows a decrease in accidents. They had proposed left-in only at Country Club Gardens but realized they need to retain full access.

Placing a signal at Country Club Gardens was discussed but there were issues. One was Country Club Gardens and Buffalo Grass Road do not align. One signal could not service both. Secondly, if they introduced another signal it would further impede the through flow on Airport Road. The major issue is meeting the Federal warrants that is based on volume and there is not near enough exiting vehicles from Country Club Gardens to warrant a signal. Also, on the U-turn, when the left arrow comes up for U-turn for a left turn westbound, simultaneously Paseo going northbound gets a right arrow. The overlap right helps with the efficiency of the signal because there are a lot of people turning right going into town. Without that more green time would have to be given to the side street removing that green time from the main street. The right turners have the right-of-way and those making U-turns have to yield and signs explain that along Airport Road.

Commissioner Gutierrez asked if the median improvements actually improved Airport Road.

Mr. Romero thought it was an improvement over what was there, and they accomplished as much as possible with what they had. The City was developed over a long period of time without a standards and there were a lot of access points. If they did it over again, they would not allow subdivisions to make all the strip properties and all of the access points. It would be more like what was done in Las Solares. They have to retrofit these areas and is not ideal, but they try to maximize what they can, and he thought that was done on Airport Road.

Commissioner Gutierrez confirmed that to cross Airport Road closest to the property they would have to go to Paseo del Sol. He asked where someone would cross going east.

Mr. Romero thought South Meadows was the next signalized intersection.

Commissioner Gutierrez confirmed it would be between Paseo del Sol and South Meadows. He asked if possible, for another crosswalk in the area.

Mr. Romero said with the number of lanes and the volume of traffic on Airport, an uncontrolled crosswalk would be very dangerous and a potential for pedestrian crashes. Cerrillos Road as an example, crosswalks are allowed at signalized intersections and most signals are spaced about ¼ mile per signal. If a person wants to cross at Geo Lane

going to the signals is a reasonable way. If they want to go to Walgreens, they could continue on the south side of the road and cross at the signal. A convenient crossing for every potential need is hard to make safely. A big issue with multilane crosswalks and roads is the inside lane might stop for a person crossing, but it is impossible to know if the other lane would and they could hit the person.

Commissioner Gutierrez said that was fair to say and may luck be on your side if you don't go to the signal.

He indicated he has an issue with the staging lanes getting into Geo, the only left in that accesses the subdivision. He had Mr. Logston send photographs of the area and on the other side of the property there is a nice lane. He thought the staging lane is so short it will cause everyday problems. He suggested taking some of the staging lane from Esplanade for Geo Lane. He was not sure if that was possible with the subdivision of this nature. The 109 homes serviced by Geo Lane and a 40% increase proposed, to him Esplenda with the light at the McDonald's, is a path of least resistance. Opposed to a non-signalized left turn into the staging lane into the shopping center. He asked if possible, to remove some of the turning lane to the shopping center to provide more turning lane for Geo.

Mr. Romero said he couldn't answer definitively. They have looked at it with Terry Brown and will look at it again to see if they can add at least 20 feet. They will measure the Qs into the commercial development to see if possible, to take some of that to help Geo Lane.

Chair Hiatt asked Commissioner Gutierrez if he was talking about the chart currently on the screen, the left turn into Geo Lane.

Mr. Romero said yes, this is the one into Esplanade Village.

Commissioner Garcia said if this project were to pass, would they have to make that a condition of approval for the added turning lane to happen.

Mr. Romero suggested it be a condition and for that to be looked at and the findings presented at time of final subdivision plat. Staff could provide that information at that time.

Chair Hiatt asked to talk with Mr. Reeder about parks. Several have said the parks in their area are trash. He wasn't sure the Commission could do anything about the specific issue. He asked if Mr. Reeder wanted to respond about his plans with his parks.

Mr. Reeder said he does have a response but wanted to correct one misconception. Ms. Chavez mentioned two parks within the West Meadows subdivision she stated are City parks. He believed them to be private parks and that is why they are

in their current condition. They are not maintained by the City. The parks were shown on screen and were labeled as private parks.

He noted the park he is proposing on Geo Lane is almost opposite the private park. John Munoz, the Director of City Parks and Recreation proposed a no maintenance park. He wasn't clear on the details but knew they are looking at a model with a permanent groundcover that is not earth, gravel, or grass. The surface is a cushioning type of surface that also acts as a weed barrier. The park would have exercise equipment and facilities and the City has committed to taking it as a Park, but the plans are pending.

Mr. Berke noted that Richard Thompson the Parks Division Director was present on behalf of Mr. Munoz. Staff has been talking with John and Richard about what the park would entail. They will present the final details of the park to the Commission at the final subdivision plat.

Chair Hiatt asked if there were questions about parks.

Mr. Richard Thompson explained USA Fitness offered a grant opportunity to build up to five outdoor exercise facilities. They would include a concrete slab, with a resilient safety surface of styrene bead resin polymer matrix that provides cushion from height. The exercise equipment includes a climbing wall as well as horizontal surfaces and a stairstep piece. The proposed parks that would receive the grant are predominantly regional trail systems and this park would be an exception. The development is about $150k for 1/4 acre.

Commissioner Garcia asked who would maintain the park and how would it be regulated.

Mr. Thompson said if the Parks and Recreation Department/Land Use accepts the donation it would be added to the inventory of parks and maintained by Operations and Maintenance.

Commissioner Faulkner asked how many parks are in the City and how many people are on the crews to maintain those.

Mr. Thompson replied there are 78 parks and currently 51 staff from the Parks Division; 42 of those are front line staff and a supervisor.

Commissioner Faulkner asked what frontline staff meant.

Mr. Thompson explained it is the crew who pick up trash, mow grass, trim trees and other duties daily. There are 42 people frontline, 9 people in administration, IPM, horticulture, and special events.

Commissioner Faulkner asked the number of people who literally go out and if there are two crews.

Mr. Thompson replied there are five districts each with a staff of five and four temporary seasonal employees.

Commissioner Faulkner confirmed there were five people at each of five districts; that is 25 plus 4 is 29. She asked the number of parks in each district.

Mr. Thompson answered between 12-14. He added that crews not only maintain the parks, but maintain 120 trails, arroyos, and open space and 475 medians rights of way (68 miles).

Commissioner Faulkner asked if it were true that the parks workers also maintain some public buildings.

Mr. Thompson said the crews maintain all City properties. District allocation is the four, plus seasonal temps per district making another 20, and a trails crew and arterial crew and public space crew.

Commissioner Faulkner confirmed they manage all the properties including the buildings, the medians, the trails, and all the parks. She said she knows what the Parks Department is up against. Her concern is a) if the City has the money for a low-maintenance park and b) how to make it a safe place, not a gathering place for crime. The equipment is expensive to install, what do they expect for the lifespan on the rubber surface.

Mr. Thompson replied he wasn't sure about the equipment, that is stainless steel, but lifespan of the resilient safety surfacing is estimated at four years.

Commissioner Faulkner confirmed the first set would be installed with a grant but after that, the City would have to come up with she would imagine, tens of thousands of dollars minimum.

Mr. Thompson agreed.

Commissioner Faulkner was concerned. She lives on the south side of town and the Parks Department is amazing for what they are up against. She thought this was another case like traffic where there is an existing issue. She wasn't sure what the best solution is; to add more to the situation until a long-term sustainability plan is developed. That should include more personnel for the Parks Department.

Commissioner Gutierrez said he had a conversation with Mr. Berke on City Code. He is under the impression this subdivision will trigger the need for a park.

Mr. Berke said that is correct.

Commission Gutierrez stated the park is not a gift; the applicant must build a park. He asked Mr. Thompson why go after a grant for this park because the developer has to build a park for the subdivision.

Mr. Thompson said he may have misspoken. The five parks identified within the grant proposal did not include this park.

Commissioner Clow pointed out what she believed a misstatement on page 6, where it states: "lack of parks - while the dedication of parkland is not required for development of this size, the applicant will dedicate 1/4-acre public park." She asked if the park is required or not.

Mr. Berke explained the applicant has an option by the size of development to dedicate, do an improved park, or pay the impact fees in lieu of. The applicant has chosen to dedicate and improve the park working with the Parks Department.

Commissioner Gutierrez asked Mr. Thompson if the park would be built to specs and the City would ensure it all meets Code.

Mr. Thompson said that is the normal process.

Commissioner Gutierrez said while on the Commission he has seen less parks accepted than not accepted. He asked what would trigger Parks to say they do not want the park and if they could exercise that option.

Mr. Thompson said he was correct.

Commissioner Gutierrez said his youngest child is three years old and to her a park is a swing, some grass, and things for her to play on. Having a park such as explained by Mr. Thompson or Mr. Reeder is not a park. This is a subdivision park he envisions will have children and they will need a place to play.

Commissioner Faulkner asked Mr. Reeder on the open space if there was an indication KSK would accept the donation.

Mr. Reeder said they have had one conversation with some members of the KSK board, who did not commit. They were going to discuss with other board members and there has been no decision on that. They will donate the open space if KSK would like it, otherwise it will just be an open space within the subdivision.

Commissioner Faulkner asked who at that point would be responsible for maintaining the space.

Mr. Reeder replied it would have to be the HOA.

Commissioner Faulkner said it appears the target market for the housing might find HOA fees substantial enough to maintain the common area, including the open space and possibly the park, a burden to that population. It always concerns her when developers assign responsibility to the HOA. The HOA that existed when she moved into her neighborhood no longer exists. In some HOA's there are out-of-state management firms and it becomes a burden to the residents. Their fees are increased; maintenance becomes difficult to pay for, and in this scenario, she fears it will become much like the parks people complained about earlier. It is difficult to keep open space clean. She was not sure an HOA was a good solution.

Mr. Reeder explained he has other options as far as the open space. They are not required to provide open space because the lot sizes have been increased. if the open space is not desired it could be added to the two adjoining lots. Also, to the question about HOAs, it is necessary, but raises an issue he wants to address. Several people spoke about trailer parks. They are not proposing a trailer park, this will be affordable homes. They set out to develop a relatively affordable home subdivision. They are required to name 8 lots as affordable and price them accordingly. Their goal initially was to establish an affordable entry-level subdivision where people could own their first home, gain pride of home ownership and home equity that could possibly be used as a steppingstone to something more, later. This type of housing is necessary and in great demand in Santa Fe. He thought they were proposing something that would be welcomed because of the dire need. He turned the floor over to Mr. Logston for comments.

Mr. Logston pointed out that Santa Fe has not chosen to bond heavily in order to create storm drainage systems throughout the City. Every subdivision in the City, going way back, is responsible for its own drainage. HOAs are created in every subdivision, if for no other purpose than to maintain their own grading and drainage. He hears the issue of people failing to do that every day. At some point the citizens have to take the responsibilities of maintenance and homeownership and being a good citizen. An HOA will be put in place for that reason.

The applicant has offered to dedicate a park in response to residents' comments that they don't have parks. He understands that maintenance is an issue. The offer to donate land to KSK was also done in good faith to address some of their concerns regarding the proximity of the monk's residence. People all over the country are asking for that and enjoying. They may not have an answer for everything tonight, but all of the efforts have been to provide things that can add to the quality of life, one of the biggest things they heard. There is time to work out details for maintenance and other concerns before final subdivision approval.

Commissioner Clow commented on the restriction of guesthouses in the HOA. She thought that was important based on the presentation in June. There was concern that two families might reside on each lot. She asked to hear from the applicant if they are willing to add a restriction on the HOA covenants restricting guesthouses.

Mr. Reeder replied under current regulations every fee simple lot there is, is allowed a primary single-family dwelling as well as an accessory dwelling unit. He would propose to adopt covenants that would restrict an accessory dwelling unit to another fixed foundation unit on the property. Not what happened to the property developed on Buffalo Grass/Airport Road where people brought in manufactured homes they failed to anchor. Or old trailers or some other kind of trailer they connected to utilities. They intend to adopt covenants that address that and to prohibit any mobile/recreational vehicle or van that could be used as a dwelling unit. Those restrictions would be adopted and filed with their final plat.

Commissioner Faulkner asked the cost of the average monthly mortgage in the development.

Mr. Reeder said likely their homes would be in the $300,000 range, probably a little less. A mortgage payment would be around $1,500 per month. The intent is that these be relatively affordable. Again, affordable has specific definitions based on the average area income.

Commissioner Faulkner confirmed there would be about 42 lots and the HOA would be responsible for maintaining the drainage, the common areas and possibly the park. She asked if $20 a month would be sufficient to cover the maintenance. She noted covenants are only enforceable if the HOA takes someone to court. If the HOA can't afford to stop someone violating the covenant, the covenant would matter. She said these are philosophically great solutions she thought $20 a month per household was not enough.

Chair Hiatt thought they could not pin them down on what the HOA would look like, what they would charge or how successful they would be. He pays $10 month in a reasonable neighborhood off Governor Miles and it is an out-of-state company. There are hundreds of households in his neighborhood. He knows they will have trouble, and that the process after the fact is incredibly difficult. The only thing the HOA can do generally is put a lien on the property so once it is sold, they recover the money.

Commissioner Faulkner said that is her point. Ruling maintenance and costs over to the HOAs when they don't know who they will be or if the fee will be enough. She didn't like putting future homeowners in charge of something this significant without knowing how it can be implemented.

Mr. Reeder responded that the only common areas proposed are the open space and the detention pond. The pond is designed to drain within 24 hours to avoid a breeding ground for mosquitoes. Both the pond and open space will require some maintenance. They plan to create an HOA and establish a fee and collect it initially as the developer. It will be up to the homeowners to maintain the association. This is where the neighbors have to take responsibility and look after their own neighborhoods. They cannot legislate that or require it; it has to be voluntary.

Commissioner Faulkner said she feels for him as a developer. This part of town is already overpopulated in that the schools and streets are overwhelmed. There are a lot of challenges related to access to food and amenities that are walkable. She did not like density increases in the area because they are already struggling just to provide a quality life for residents already there. It is a significant number of people.

Commissioner Gutierrez said his end game is to have a subdivision that the neighbors are happy with and the developer can make money. Regarding the open space, he asked staff to read the Code about lot size and an open space is no longer required.

Mr. Berke explained the developer could provide open space on each individual lot. The lot size threshold is 20-25% of the lot.

Mr. Logston added, generally it is around 4000 ft.^{2} with the common open space and the lots in this subdivision average 5800 ft.^{2} and the lots exceed the size that would require common open space.

Commissioner Gutierrez confirmed all of the lots hit that threshold.

Commissioner Garcia said he's not opposed to people developing their property and having economic development and growth where there is a lot of space. There are already three trailer parks or neighborhoods in this area. He wants to support the development economically, but also sees a lot of issues, including the open spaces. He asked if there was anything else the applicant could tell him before they wrap up.

Chair Hiatt noted that the Commission is charged to follow the regulations and the ordinances. When developers meet all the criteria the Commission has to respond affirmatively, unless there's an overriding concern in the public interest. In his mind, the Commission has to follow those obligations. They heard from the community. The applicant has tried in good faith to respond to the community. They have to honor people's property rights to buy property to develop as long as they're doing it within the Code. He tries to take public interest into consideration. Traffic is a bugaboo that is disconcerting in this City and safety goes along hand in hand. But the City traffic engineer says this meets code and is in fact better than the national code. He thought that has to be considered.

Commissioner Garcia said this development is right in the middle of three other trailer parks. He asked how that affects the safety of the community especially with the amount of people coming in and the traffic, the deceleration left turn lane into Geo. He wants to feel like this development is going to be okay and not another problem in the area.

Mr. Logston noted in their packets is an executive summary of the TIA. In that summary, exhibit D, page 2 through page 3 they can only measure and grade the traffic at the intersections. The traffic study shows that the intersection of Geo Lane operates at B using grade school ratings on the evening, a.m., and p.m. peaks, and will continue to operate at a level of service B. Geo and Airport currently operate at level B and are projected to operate at the same level and Buffalo Grass is also at level B. Any road in the City is busier in the morning or evening and the rest of the time it is not bad. It is one of the better performing intersections around. The left-turns are not necessarily easy onto Geo and the U-turns can be dangerous, but he doesn't know what else to say.

Mr. Berke said he wanted to clarify some points. Some of the issues are bigger than this subdivision and will not be solved if approved or denied. Traffic on Airport Road is a bigger issue; people living in poverty is a bigger issue than a subdivision.

One thing before them today is a rezoning request which tends to ask if this would be compatible with the surrounding area. Compatibility can come in different forms, style of life, density and other issues. Generally speaking, they have heard from the Commission and the public that staff doesn't work enough with the developers, the developers don't work enough with neighbors; neighbors don't necessarily want anything. We have tried to listen to the Commission and many months ago they said this proposal at R6 is to dense for the area.

The developer went back to the neighborhood and staff attended 2-3 meetings. Subsequently almost every need was addressed that was heard from stakeholders in the area. Some needs just couldn't be met; they cannot improve the crime rate on the south side. Staff pushed the developer to do things, including covenants on older manufactured homes. It is unfortunate there are no design standards for manufactured homes or single-family units, and it relies on the developers and HOAs to include those in the covenants.

Also, the developer is willing to create a sidewalk going past their property line to Airport Road on Geo Lane. And both Geo Lane and Buffalo Grass are public right of ways. They are maintained by the City right of ways at 40' on Buffalo Grass and 50' on Geo Lane, which is standard.

He also points out that the Airport Road overlay discourages direct access onto Airport Road. The City took that action in 2011/12 to address too many cuts and slowdowns. Staffing at the Parks level is a funding mechanism and is a bigger issue.

The City still has the requirement of fee in lieu of, or a park dedication. The Parks accepted the dedication and the developer offered to improve it. That will be seen on the final subdivision.

Commissioner Clow said in reading staff's report and listening to the presentation she couldn't see any way she could vote against this. It is not ideal, but it does meet the requirements of the Code. Also, there is a big need for affordable housing. This provides more affordable lots although unfortunate it is on the south side. But that is where the vacant land is in Santa Fe. It is hard to have a development and make everything perfect, but she thought it better to have the project than not.

Commissioner Faulkner said the reason she uses to vote against this is it is only looking at the Code. She said the Commission's charge is to take quality-of-life seriously. This is what has led to the southside being what it is today. To follow the same process; they have made these mistakes consistently without considering quality-of-life above what the Code allows. She said it is not responsible to just recognize they have made mistakes and continue doing them. The Commission is charged to consider quality-of-life as well.

She noted in her neighborhood police are called every weekend about people parking on the street. The formula used was that every house would only have two cars. That isn't true in a family subdivision. Formulas are not taking into account the rationality of reality; they use an average. She takes quality-of-life very seriously on the south side because she knows what is happening there. If you know you have certain problems, you don't make them worse by adding more challenges to the situation. Increasing density in the area will add more challenges to an already taxed community. Her job as a Commissioner is to look at quality-of-life as priority.

Commissioner Gutierrez said he understands the Commission is charged to look at the Code. He asked Chair Hiatt if it was fair to say they could look at the quality of life, or do they just look at the Code. Also, what other things keep them from just looking at Code.

Chair Hiatt said health and safety are always part of the consideration. He hasn't heard enough to feel this is a health and safety issue. He realizes traffic will increase and more dangerous situations will occur on Airport Road from right turns, based on 42 more homes and more people. The City has a commitment to infill; they have to because they do not have enough places. This wouldn't be allowed on Canyon Road, obviously. This is a fact of life; they live in a small city with small roads and that is a problem. But he hasn't heard enough not to accept this when the applicant follows the law and has done more than asked under the law.

Commissioner Gutierrez said health and safety should be considered. He asked if quality of life should be considered or not.

Chair Hiatt said if they can define quality of life meaning how it will work in my neighborhood and whether they have quality-of-life. That's a wonderful argument, but it's the same argument they hear all the time, I don't want this in my neighborhood. He didn't hear that from KSK, and the fact is, there is space there. Mr. Reeder bought the space and has done a remarkable job trying to assert a quality of life for everybody. He is not sure that the neighborhood won't be better, but he is not sure they can solve all the problems. He agreed crime is a serious problem but it is not clear to him that this will add to or detract from the crime in the area.

Commissioner Gutierrez said after listening to the Chair he has two issues he would like resolved. Number one - for safety, the left turn. He would like a deeper turn lane. He was okay if quality of life is considered and Mr. Reeder has done a good job. A trigger tonight was when he received his packet, he was under the impression through the HOA and meeting minutes there would be one single residence per given lot. Now, there is a guest residence. He asked Mr. Reeder if he would include in his HOA covenant, no RVs could be parked there, and homes would be on a block. Then he would be okay with guest homes. Until those two issues are worked out, he could not support the current proposal.

Chair Hiatt asked if Mr. Gutierrez would be willing to approve as a preliminary plan and wait until the final to see if Mr. Reeder made those corrections.

Commissioner Gutierrez addressed staff. He said one question is always traffic. If the traffic comes back and says they cannot do this, he would be supporting without knowing the end result. He's not sure what it would take to see if they could do this regarding traffic.

Chair Hiatt said they will have to do a traffic study of some sort. He asked Mr. Reeder to come to the podium to address the additional units on the property. He said he thought he heard Mr. Reeder say when talking about restrictions of anchors to land, he was referring to the principal residence. He asked if he was referring to additional dwelling units.

Mr. Reeder said to be honest, he is also unclear. He is not sure to what extent the City regulation would trump anything they try to implement as a covenant. He did not think they could flat-out disallow every accessible dwelling unit. He thought they could put restrictions on what the accessory dwelling units would look like. They intend to definitely disallow anything of a recreational vehicle nature or motor home.

Chair Hiatt asked Mr. Berke if they could restrict through the HOA.

Mr. Berke said as a municipality the City cannot impose a restriction on something already given by right in Code. If the applicant wanted to place a restriction in their covenants the City would honor that as part of the permitting process.

Chair Hiatt asked Mr. Reeder if he has the opportunity to include that, would he restrict additional dwellings units in his HOA covenants.

Mr. Reeder said short answer, "yes".

Chair Hiatt noted Mr. Shanahan spoke in the public hearing, which has been closed. He asked Mr. Shanahan to come forward.

Mr. Shanahan said he was a Planning Commissioner from 2003 to 2006 and led the charge to adopt the 30% affordability requirement. He has built over 200 homes and is an affordable housing advocate as well as an advocate for the south side. Regarding codes, this applicant is requesting a change of zoning. It opens up a can of worms for the Commissioners to make their points, all which have been good. However, shortly there will be other applicants in C-1 zoning on Airport Road saying they are entitled to 21 units per acre. They will have the right to do that. The Commission will have a difficult time denying them on any quality-of-life considerations, because Code allows it.

That Mr. Reeder wants to do single-family detached, home ownership in the neighborhood, that is exactly what they want. It seems they should be more macro perspective. Airport Road will get more traffic, considerably more because of the C-1 zoning that exists and is touted as where multi-families should go. If put into perspective: R5 single family detached, homeownership, even potentially with a 400 to 500 ft.^{2} casita, is what they should be allowing.

Commissioner Clow said she has couple of other issues. She confirmed on the extended sidewalk that the applicant is willing to do that. Also, the HOA would restrict manufactured homes over five years old.

Mr. Reeder said he would be willing to extend the sidewalk even though the City does not require that. He agreed part of the HOA covenants would include that there could be no manufactured homes over five years old.

Mr. Reeder addressed Commissioner Garcia on his point about trailer parks. He wanted to reiterate and emphasize they are not developing a trailer park. These will be deeded lots owned by the homeowner. It is less at an R5 density than anything in the area. They are trying to create something that will elevate the neighborhood making every home more valuable and desirable, not less.

Commissioner Garcia noted there are trailer park properties around this property, but realizes it is a development.

Chair Hiatt asked that the Commissioners call them mobile homes or manufactured homes.

Commissioner Faulkner said some of the concerns can be addressed between now and the final submission.

Mr. Logston agreed. The Commission is asked to make a recommendation on a rezone and by the preliminary subdivision the covenants will be hammered out. There are a few moving parts that couldn't be drafted in general language. The Commission's decision is if the 42-lot subdivision is planned enough to move forward. The details would be worked out in final.

Commissioner Faulkner asked if that includes the park.

Mr. Logston said they will have full details on the park. This will go to the Governing Body for rezone and general plan amendment before coming back for final subdivision.

Commissioner Faulkner asked if there is a chance the traffic study could be done before that.

Chair Hiatt thought that would take the next several months and this will move faster.

Commissioner Gutierrez said Mr. Reeder and Mr. Shanahan made good points. We need single family dwellings, and this is a place people would take pride in, but he wanted them to know where he stood. He was still troubled by the turn lane and at this point could not support the request.

Mr. Berke suggested the Commission could recommend the Governing Body request a study or request the staging lane be extended as part of the rezoning.

Action of the Commission

MOTION: In Case #2019-20, 4000 and 4100 Geo Lane Rezoning, Commissioner Clow moved, seconded by Commissioner Lawrence, to recommend approval to the Governing Body for the rezoning to R5 and recommend the Governing Body address the issue of an extended left turn lane onto Geo Lane. Commissioner Lawrence seconded the motion.

VOTE: The motion failed by majority roll call vote with Commissioners Clow and Lawrence voting in favor and Commissioners Faulkner, Garcia, and Gutierrez voting against.

Commissioner Faulkner said she still felt there were a lot of unanswered questions such as the park, how it will be paid for, if the City will accept it, and traffic issues. The applicant has done a lot to make this work but there are still too many unanswered questions.

Commissioner Garcia is not against the development of new places, but is voting no regarding traffic studies.

Commissioner Gutierrez said they may not know he moonlights as a tow truck driver and the accidents he sees on Airport Road are enough to make this a safety concern. Until they have a definitive on extending the turn lane, he is not comfortable supporting.

Commissioner Lawrence explained her vote yes is because the R5 is reasonable zoning and reasonable for the neighborhood and the area, despite the other concerns.

Chair Hiatt said he would have voted yes, and the motion still would have failed because it did not have a majority. He asked if they want a separate motion to recommend disapproval.

Ms. Paez explained the Commission's recommendation is that the Governing Body does not approve the rezoning. This will still go to the Governing Body and will trigger a slightly different voting requirement. Instead of the majority of the quorum they would need a majority of the actual members.

A condition of the approval of the preliminary subdivision plat, Condition #1, is conditioned on the rezone going through. The Commission can still vote on the preliminary plan. The preliminary plan will go forward if approved by the Governing Body.

MOTION: In Case #2019-1520, 4000 and 4100 Geo Lane Preliminary Subdivision, Commissioner Clow moved to postpone the preliminary subdivision decision. Commissioner Faulkner seconded the motion.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Faulkner, Garcia, Gutierrez and Lawrence voting in favor and none against.

Chair Hiatt said they need to vote on the amended Findings of Fact and Conclusions of Law for the rezoning only.

Ms. Paez suggested it might be appropriate to revise them more significantly based on the concerns raised by the Commissioners. She suggested reviewing them.

Mr. Berke asked since the critical criteria had not been met, they review each of the rezone approval criteria and state why the criteria was not met.

Chair Hiatt referred to page 9 and asked Commissioners Faulkner, Garcia and Gutierrez to make distinctions in terms of the findings.

Mr. Gutierrez asked if that had to be done tonight.

Mr. Logston said it needs to be done because they are saying it does not meet the criteria of a rezone. The Commissioners have articulated general reasons why it doesn't, but they need to be specific which criteria it doesn't meet and why.

The Commission took a five-minute break.

MOTION: In Case #2019-20, 4000 and 4100 Geo Lane Rezoning, Commissioner Faulkner asked for a reconsideration of the vote on the rezoning recommendation to the Governing Body. The motion was seconded by Commissioner Gutierrez.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Faulkner, Garcia, Gutierrez and Lawrence voting in favor and none against.

Chair Hiatt said back to the first issue - the motion for rezoning.

MOTION: In Case #2019-20, 4000 and 4100 Geo Lane Rezoning, Commissioner Faulkner moved to postpone the decision on the rezoning to provide the developer and the community time to get answers for the concerns expressed by herself, Commissioner Garcia, and Commissioner Gutierrez. Commissioner Gutierrez seconded the motion.

Commissioner Clow added a friendly amendment that all the issues are clearly listed.

Mr. Berke asked to clarify if postponement is to a date certain or to the next meeting.

Chair Hiatt asked how long staff would need to work on the issues with Mr. Reeder.

Commission Faulkner captured the issues: the park, traffic and the HOA.

Chair Hiatt asked what is specific about traffic.

Commissioner Gutierrez replied his specific issue on traffic is 1) the left-hand turn onto Geo Lane, specifically the staging lanes and 2) a traffic study that doubles the number of dwellings. The traffic study was done on 42 lots. He wants to know if that considers the possibility of guest homes.

Commissioner Garcia said his major concern was the left turn into Geo.

Commissioner Faulkner said she would like to know if the lot would be accepted as a donation or would be another open space.

Mr. Berke stated if they were going to undertake a new traffic study and change the modeling, it might take 60 days.

Mr. Reeder said the last time they engaged Terry Brown it was at least 45 days before he could get to the study. This doesn't sound like a full-blown new study but more an analysis and could possibly be done sooner. Another option is Maury Walker, who is also a certified traffic planner.

Chair Hiatt asked Mr. Reeder if 60 days was reasonable.

Mr. Reeder said 60 days is okay. He said being honest he felt if they went to City Council tonight the evidence is on his side. They have met all of the criteria and he would hope to receive more of an impartial treatment there. He thought they would get that but is willing to stick with the Planning Commission another 60 days see if he can satisfy their concerns. The short answer is yes.

Mr. Logston said regarding the park dedication, he was not certain that is something the Commission could put on the developer. It is a larger City strategy and management issue that he did not think Mr. Reeder can solve. They have received a verbal commitment from Parks they will take the dedication, and a justification of why it will be inexpensive for them to maintain. They shouldn't expect Mr. Reeder to answer to that.

Chair Hiatt asked that Mr. Logston include that in the additional staff report with more flourish.

Ms. Paez added that usually, once there is a specific condition from the Parks Department of their requirements, at that point it becomes part of the financial guarantee. It is not a matter of the park not being accepted down the line. It is a matter of meeting the requirements. They supply a financial guarantee to show they have done that, and it is the City's.

Mr. Logston said he is not aware of any subdivision in the City where every single home has a casita. He was not sure they have ever asked an applicant to do this with a traffic study. He reminded them the level of service on the intersections was B and that did not change.

Commissioner Clow said it is not realistic to ask the applicant to do a traffic study when they agreed to do restricted covenants and only one unit per lot. It doesn't make sense to put that financial burden on the developer to do a study in anticipation that homeowners will violate restrictive covenants.

Commissioner Gutierrez explained the traffic study has been done and there is a base. The HOA would take the burden of the guest houses, but Ms. Paez stated there was no way the City has to enforce that.

Ms. Paez agreed.

Commissioner Gutierrez said that leaves the possibility of guest houses. He didn't find the burden reaching because a study has already been done. Everything tonight was focused on traffic.

Commissioner Clow asked if there was an HOA with restricted covenants on the other subdivision where two dwellings were on many of the lots.

Commissioner Gutierrez didn't recall.

Mr. Logston clarified although the City does not enforce HOA covenants, from the standpoint of a building permit, they ask applicants to produce their covenants. There will be covenants of some type, if nothing else for drainage, and the permit for an accessory dwelling unit would be denied. They check if one is put in improperly if a building permit is pulled.

Chair Hiatt asked if the permit department reviews every HOA applying for a permit.

Mr. Berke said not long ago there was a covenant restriction on a lot split that had to be tabled. They have seen conditions imposed by the applicant put on a plat and almost always, when there are notes on the plat, they enforce those. Some of the conditions are more restrictive on covenants than with the City. But they don't go through every set of covenants of every building permit.

Mr. Paez said there would be an initial review by her when finalized. If the covenant said no auxiliary dwellings it would say none and would be on the plat.

Commissioner Gutierrez asked if the Commission could make that a condition of approval.

Commissioner Clow said they could make that a condition of approval because the applicant agreed as part of the approval. That is what the Commission has accepted.

Ms. Paez agreed.

Mr. Reeder said he was okay with that condition of approval.

Commissioner Gutierrez said after everything, he would be okay scrapping the revised traffic study.

Mr. Berke suggested the motion include adding a condition of approval that the applicant has agreed to put a note on the plat that restricts each lot within the subdivision there could be no accessory dwelling unit. That doesn't touch on sheds or garages.

Chair Hiatt reminded everyone the motion is to *postpone*.

Mr. Gutierrez said the traffic study was going to put them out 60 days plus money out of pocket.

Chair Hiatt restated the motion is to postpone to a date certain no less than 60 days out. The sooner the better.

Ms. Paez indicated they only need to postpone to a date certain for noticing requirements. They are providing adequate notice by making this announcement and do not need to pick a specific date.

Commissioner Clow said the only issue is the extension of the left-hand turn lane.

Commissioner Gutierrez said that is the only one he has brought forward. He does have others to bring up between preliminary and final, which include the park.

Ms. Paez reiterated, this motion is to postpone a decision on making a recommendation to the Governing Body on the rezoning, and requests the applicant return with more information on the left-turn lane.

VOTE: The motion passed by roll call vote with Commissioners Clow, Faulkner, Garcia, Gutierrez and Lawrence voting in favor and none voting against.

G. STAFF COMMUNICATIONS

Mr. Berke said he emailed the Commission a spreadsheet with information on housing. The total units under construction now are 1,071 active building permits, with 791 under construction permit review for a total of about 1800 units. If anyone has questions, let him know.

The next meeting is on February 20, 2020. There are two cases to be heard.

Commissioners Clow and Lawrence indicated they would not be at the March meeting.

Mr. Berke noted on February 20, the Lensic and an old development plan will be heard. The March 5 agenda will be a loaded agenda and two meetings might be needed in March. There will probably be seven case captions but not necessarily seven different cases.

Ms. Paez added the guest attorney will be Andrea Salazar.

Mr. Berke said They will hear a case on March 5 on Agua Fria and Rufina St. zoning request along Airport Road. There will be quite a few cases for Airport Road because that is where much of the development is taking place.

Chair Hiatt asked Mr. Berke to poll the Commission regarding attendance for the February and March meetings.

Ms. Faulkner thought she would have a conflict of interest on one of the developments on Airport Road. She wants to recuse herself if on the next agenda and suggested possibly doing the case last if she does have to recuse.

H. MATTERS FROM THE COMMISSION

Commissioner Gutierrez thanked Mr. Berke for the numbers for the multifamily housing units. He has seen some lot split signs. He asked if everything was going smoothly.

Mr. Berke said relatively smooth. They did a new application and put a sign together that works well. They also created a letter that includes a PDF of the proposed

project as part of the mailer. The response from the public has been positive and no one has come in with concerns.

He is currently reviewing development review cases.

I. ADJOURNMENT

Having completed the agenda and with no further business to come before the Planning Commission, the meeting was adjourned at 9:25 p.m.

Submitted by:

Melissa D. Byers, Stenographer for
Byers Organizational Support Services

Approved by:

John B. Hiatt, Chair



EXHIBIT B2

City of Santa Fe, New Mexico

Governing Body Meeting
July 29, 2020

Exhibit B 3

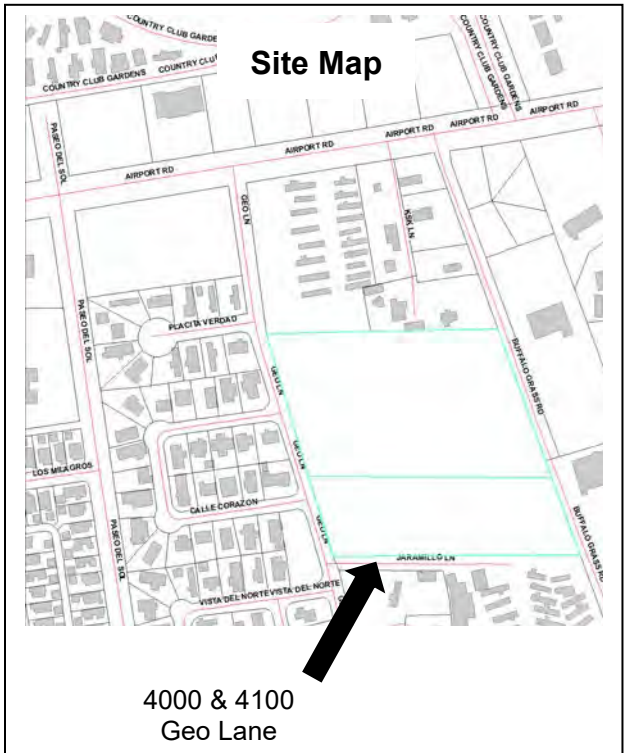
Planning Commission Staff Reports and Packets

June 4, 2020 Staff Report, Relevant Packet Material, Findings and Minutes

EXHIBIT B3

Land Use Department
Planning Commission Staff Report

Case No:	2019-20 & 2019-1520
Hearing Date:	June 4, 2020
Applicant:	John Reeder
Request:	Rezoning & Preliminary Subdivision
Location:	4000 & 4100 Geo Lane
Case Mgr.:	Lee Logston
Zoning:	R-1 (Residential- one dwelling unit per acre)
Overlay:	None
Pre-app Mtg:	December 27, 2018 & December 9, 2019
ENN Mtg:	January 31, 2019 & November 6, 2019
Proposal:	Rezoning from R-1 (Residential- one dwelling unit per acre) to R-5 (Residential- five dwelling units per acre), and Preliminary Subdivision approval for 42 residential lots on 8.59 acres.



Case # 2019-20. 4000 and 4100 Geo Lane Rezoning. John Reeder, Agent, for GEO Park, LLC, Owner, requests a rezoning from R-1 (Residential- one dwelling unit per acre) to R-5 (Residential- five dwelling units per acre). The properties are located at 4000 and 4100 Geo Lane and total approximately 8.59 acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136).

Case # 2019-1520. 4000 and 4100 Geo Lane Preliminary Subdivision. John Reeder, Agent, for GEO Park, LLC, Owner, requests approval of a Preliminary Subdivision Plat for 42 single-family residential lots at 4000 and 4100 Geo Lane. The properties are zoned R-1 (Residential- one dwelling unit per acre) and total approximately 8.59 acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136).

RELATED CASE:

Case # 2019-19. 4000 and 4100 Geo Lane General Plan Amendment*. John Reeder, Agent, for GEO Park, LLC, Owner, requests approval of a General Plan Amendment to amend the existing General Plan Future Land Use designation for approximately 8.59 acres from Institutional to Low Density Residential. The properties are located at 4000 and 4100 Geo Lane. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136).* ***RECOMMENDED FOR APPROVAL TO THE GOVERNING BODY JUNE 6, 2019***

I. RECOMMENDATION:

The Planning Commission should recommend **APPROVAL** of the rezoning request and should approve the preliminary subdivision plat subject to the approval of the rezoning application.

Four motions will be required in this case:

- *Recommend the Governing Body approve or deny the rezoning request for Case #2019-20 from R-1 (Residential- one dwelling unit per acre) to R-5 (Residential- five dwelling units per acre);*
- *Approve or deny the preliminary subdivision for Case #2019-1520 subject to rezoning approval by the Governing Body, with the conditions of approval and technical corrections as outlined in this report;*
- *Approve or deny the Findings of Fact and Conclusions of Law for Case #2019-20 (Exhibit A(2)); and*
- *Approve or deny the Findings of Fact and Conclusions of Law for Case #2019-1520 (Exhibit A(3)).*

II. CONDITIONS OF APPROVAL

Staff recommends the following conditions of approval for Case #2019-1520:

#	Condition of Approval	Dept. or Division	To be completed by:
1	Preliminary Subdivision approval is dependent on The Governing Body approving a General Plan amendment from Institutional to Low Density Residential and a rezoning from R-1 to R-5 by the Governing Body.	Land Use/Current Planning	Prior to Final Subdivision Approval
2	Articles of Incorporation and By-Laws for the Homeowners Association will need to be submitted and reviewed by the City Attorney per 14-9.5(A)(2).	Land Use/Current Planning	Prior to Final Subdivision Approval
3	The Developer shall provide sufficient sight distance at the subdivisions access to Geo Lane and Buffalo Grass Road. These sight triangles shall be in accordance with AASHTO standards and shall be reviewed and approved by the City's Public Works Department.	Engineering Division/Traffic	Prior to Final Subdivision Approval
4	The Developer shall provide a signing and striping plan.	Engineering Division/Traffic	Prior to Final Subdivision Approval
5	The Developer shall provide LED street lighting at all intersections, cul-de-sacs, and major curves. These lights shall be mounted on 23' poles per NMDOT specifications. The type of LED to be used	Engineering Division/Traffic	Prior to Final Subdivision Approval

	shall be reviewed and approved by the City's Public Works Department and shall be New Mexico Night Sky Protect Act compliant.		
5	The Developer shall increase the length of the eastbound left-turn bay on Airport Road by 25’	Engineering Division/Traffic	Prior to Final Subdivision Recordation
6	Certified drainage report must be stamped by a registered NM Professional Engineer. Use 0.98 for the C value for Roof, Concrete and Asphalt in the drainage calculation.	Technical Review Division/Terrain Management	Prior to Final Subdivision Approval
7	An Agreement to Construct and Dedicate (ACD) from the Water Division may be required for this project. A water plan must be submitted directly to the Water Division and approved prior to obtaining an ACD.	Public Utilities/Water Division	Prior to Obtaining Water Service

Following standard practice, redline comments will be provided to the surveyor who shall make any necessary changes to comply with technical corrections, and submit the corrected plat in Mylar. The “technical corrections” that must be made to the plat prior to recordation are listed in Exhibit A(1).

III. EXECUTIVE SUMMARY:

On June 6, 2019, the Planning Commission recommended approval of a General Plan amendment from Institutional to Low Density Residential for this property but tabled the Applicant’s R-6 (Residential- Six dwelling units per acre) rezoning request. On February 6, 2020, the Applicant sought recommendation for approval of R-5 rezoning (Residential- Five dwelling units per acre), and approval of a preliminary subdivision plat for 42 residential lots. The Commission still had concerns about left turn movements onto Geo Lane and asked the applicant to come back with additional traffic data to augment the Traffic Impact Study (TIA).

If given a favorable recommendation on the R-5 rezoning application, the Applicant will go to the Governing Body for final approval of the General Plan amendment and the rezoning. A preliminary subdivision approval would be conditional, pending approval by the Governing Body. If the Governing Body approves the General Plan amendment and rezoning requests, the final subdivision plat will come back to the Commission for approval.

While this project has met opposition from residents at each prior hearing, the Applicant has made significant efforts to address all the concerns that are within his ability to address with this development. The Applicant has complied with Planning Commission requests to collect additional data to supplement the Traffic Impact Analysis (TIA) previously performed. With approval by the City Traffic Engineer, the Applicant will perform further off-site improvements to the left turn median on Airport Road.

Much of the discussion about this project has centered on "quality of life" issues. Many of these are larger community issues, such as crime enforcement, lack of area amenities, and character of the urban realm. These are issues that engaged citizens and appointed and elected officials must be address together, through a longer-range process that includes discussion of public and private community investment. This proposed infill project should not be evaluated on its ability to resolve all of the persistent challenges facing this district. Rather, the Commission should base their decision on both the rezoning and the preliminary subdivision solely on the requirements and standards detailed in Chapter 14. A recommendation for denial on either must address each of the criteria contained within. These criteria are detailed in Sections VI and VII.

The Applicant asks that the Commission provides him with a decision, even if it is to recommend denial of the rezoning, so that he can move forward to the Governing Body for review. A recommendation for denial of the rezoning request by the Commission would hand over to the Governing Body approval authority for both requests.

IV. BACKGROUND

The Planning Commission first considered an application for this property on June 6, 2019. At that time, the application consisted of a General Plan amendment from "Institutional" future land use designation to "Low Density Residential" (three to seven units per acre) and a rezoning from R-1 (Residential- One dwelling unit per acre to R-6 (Residential- Six dwelling units per acre). The Applicant's intent at that time was to develop approximately 48 residential lots on +/- 8.59 acres. The Planning Commission recommended approval of the General Plan amendment, but tabled the rezoning request, asking the Applicant to come back with something less dense and to better address the concerns of the surrounding residents, which included traffic, density, lot shape, type of housing to be built, and the lack of parks and open space.

The Applicant came back to Planning Commission on February 6, 2020, with a request for approval for R-5 rezoning (Residential- Five dwelling units per acre) and a request for preliminary subdivision approval for a 42-lot subdivision. While the proposed density was not significantly less than the original proposal, the Applicant had made a number of modifications to the subdivision proposal in an attempt to address resident concerns:

- Density: The Applicant decreased the number of lots from 48 to 42.
- Preventing street parking on Geo Lane and Buffalo Grass: The Applicant increased the right of way width of most streets within the subdivision to accommodate street parking.
- Preventing cut-through traffic: The Applicant aligned the roads within the proposed subdivision in such a way as to eliminate a straight through path from Geo Lane to Buffalo Grass Road.
- Lot shape: The Applicant increased the width of lots in order to encourage a variety of home footprints.
- Guest houses: The Applicant expressed a willingness to prohibit guest houses and included this prohibition in draft covenants.
- Stick-built homes: The Applicant engaged the Housing Trust and Homewise in discussions to see if they would be interested in building the subdivision or providing financing. These discussions are ongoing.

- Manufactured home quality: The Applicant included provisions in the covenants specifying that the homes be no more than five years old, and that the homes be attached to a permanent masonry foundation finished in stucco or some other material that compliments the finish of the home.
- Parks and open space: Although a subdivision this small is not required to build a park, the Applicant offered to dedicate and build a small public park and gained Parks Department commitment to maintain it. The applicant has since withdrawn this offer.
- Proximity to KSK dorms: The Applicant provided a non-buildable lot directly adjacent to the dorms and offered to deed it over to the KSK for their use, and increased rear setbacks on lots adjacent to KSK to buffer the dorms. In subsequent negotiations with KSK, the Applicant has instead offered to build a wall and perform a lot line adjustment to give KSK a ten-foot strip of land along their common property line.
- Pedestrian safety: The Applicant has offered to build sidewalks connecting his development to Airport Road. Currently, there is not a continuous sidewalk on Geo Lane. As an off-site infrastructure improvement, City staff will not require this, but if the Applicant confirms willingness to construct off-site sidewalks at the public hearing, this could be included final subdivision stage.

At the February 6 hearing, some residents expressed gratitude for these revisions to the subdivision design. However, many of the same concerns about density and traffic persisted among both residents and the Commission. There was significant discussion about the methodology used by the Applicant's Traffic Engineer, and the resulting data regarding traffic flow, queuing on Airport Road for left turns onto Geo Lane, and the number of new vehicles the new subdivision would bring.

After significant deliberation, the Commission postponed making a decision, and asked the Applicant to follow up on three specific Commission requests:

1. The Commission requested that the Applicant collect more traffic accident data for Airport Road at the intersections of Geo Lane and Paseo del Sol;
2. The Commission asked the Applicant to follow up with the City Traffic Engineer to see whether he would be willing to allow adjustment of the left turn lane on Airport to accommodate one more car to queue for left turns onto Geo Lane; and
3. Investigate/verify the validity of ITE trip generation rates as they would apply to this project.

While the Applicant has decided to withdraw the park dedication from the subdivision, he has collected more traffic data and the results are analyzed below. This staff report focuses on the key issues of roads, traffic, and parking, as well as following up on specific items unresolved as of the last hearing. Detailed analysis of the subdivision is found in the Staff Report for the February 6, 2020 Hearing, included in Exhibit A(4).

V. NEW DATA AND OUTSTANDING ISSUES

Roads and Traffic:

Geo Lane is a 50-foot public right of way (ROW), with approximately 30 feet of pavement adjacent to the project site. Buffalo Grass Road is a 40' public ROW, with approximately 18' of pavement and sidewalks. The Applicant will construct curb, gutter, and sidewalk along their property on the east side of Geo Lane

and the west side of Buffalo Grass Road, dedicating any necessary ROW for the improvements. The Applicant has also expressed a willingness to extend both of these sidewalks north to connect with existing Airport Road sidewalks. This amounts to approximately 900' of off-site sidewalk improvements that would improve pedestrian safety for existing and future residents.

The Applicant has obtained approval from the City Traffic Engineer to reconfigure the curbing on the left turn bay island on Airport Road, as requested by the Commission. This off-site improvement will increase the queuing for west bound left turns onto Geo Lane by approximately 25 feet, which will allow for approximately one more vehicle to queue for left turns during busy times. This will correspondingly reduce the left turn queuing for traffic traveling east by one vehicle as well. The queuing analysis in the TIA indicated that this would contain the 95th percentile queue at this intersection. Observational data obtained for the supplemental traffic data showed that the east bound turn lane rarely had more than one vehicle in it. This change should improve left turn safety onto Geo Lane, and is hoped to discourage U-turns at the signaled intersection or Paseo del Sol.

As requested at the February 6 hearing, the Applicant collected crash data for the intersections of Airport Road at Paseo del Sol and Geo Lane. While traffic modeling indicated that the proposed new Geo Lane subdivision was expected to increase the number of crashes by less than one crash per year (0.71) collectively for both intersections, the crash data indicated that there were approximately 18 more crashes at these intersections than modeling would predict. The Applicant did not go into individual crash reports to verify that all these accidents truly did occur in traffic motions at these intersections, nor to confirm if the intersections were used as general reference points. A rear-end collision due to stopped traffic at Paseo del Sol, 40 feet back from the intersection, for example, might be filed as an accident at Paseo, but was not necessarily caused by left turn or U-turn motions. Therefore, the crash data collected is inconclusive.

The developer did not present a trip generation analysis that could be used as comparable data for residential traffic in the area of Airport Road. The Public Works Department provided the developer with traffic counts that could be used to represent traffic generation in this area. As of the date of this memo, Public Works has not received the analysis of this data. Therefore, the Traffic Division Director does not have recommendations to present regarding the accuracy of traffic counts. The Geo Lane Supplemental Traffic Impact Analysis, included as Exhibit D(3).

The original TIA performed for the original R-6 proposal measured traffic movements at the intersections of Airport Road and South Meadows Road, Paseo del Sol, Geo Lane, and Buffalo Grass Road. For all of these intersections, the Level of Service (LOS) grades did not change with the additional traffic anticipated to be generated by the new subdivision. Specifically, the intersections of Geo Lane and Buffalo Grass Road currently operate at level of service "B" at both morning and evening peaks, and this level of service does not change with traffic from the new subdivision. All three entrances to the proposed subdivision on Geo Lane and Buffalo Grass Road are expected to operate at level of service "A". While there may be a perception that these are very busy roads, they currently operate at the highest LOS, and the effect of the new subdivision does not change the LOS for these roads.

Cars and Parking:
There was significant discussion of whether vehicles of residents of the new development would spill out onto Geo Lane or Buffalo Grass Road. Each lot within the subdivision will provide the required two off street parking spaces. Furthermore, three out of four primary streets within the subdivision will be 50-foot public ROWs, which are wide enough to accommodate parking on one side of the street. It should be noted that even if there is overflow parking, Geo Lane and Buffalo Grass Road are both public streets. Geo Lane has a 50-foot ROW which can accommodate parking on one side.

Park:
After consideration of the discussion about the park at the last hearing, the Applicant has decided to withdraw his offer to dedicate a park and instead will pay park impact fees. The quarter acre that had been intended for the park has been absorbed into lots in the subdivision. A letter from the Applicant addressing this topic is included as Exhibit D(4).

KSK Temple & Dorms:
At the February 6 Hearing, KSK members expressed appreciation for the increased setbacks and offer of the open space areas adjacent to the dorms, but also requested a wall adjacent to the dorms to provide a better buffer. In subsequent discussions with KSK, representatives expressed concern over maintaining the open space parcel. The Applicant is now planning to perform a lot line adjustment with the subdivision, deeding over ten feet of land to KSK and will build a six-foot wall along this new property line. This donation, along with the standard rear yard setback of 15 feet, will ensure at least 25 feet between the KSK dorms and any new houses. A letter from the Applicant addressing this topic is included as Exhibit D(4).

Homeowners Association (HOA) Covenants Regarding Manufactured Homes:
The Applicant agreed at the February 6 Hearing to expressly prohibit guest houses in the subdivision's HOA covenants. Staff will not condition this, but supports the Applicant's willingness to honor the neighbors' wishes. The Planning Commission does have the authority to include this as a condition of approval. The Applicant will include a guest house prohibition in the covenants for consideration at final subdivision. There are also provisions regarding the age, type, and foundation requirements for any manufactured homes placed within the subdivision.

VI. REZONE APPROVAL CRITERIA

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:

Criterion 1 [14-3.5(C)(1)(a)]: one or more of the following conditions exist:	**Criterion Met:** (Yes/No)
(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;** **(iii) a different use category is more advantageous to the**	**YES**

community, as articulated in the General Plan or other adopted city plans;	
(i) Not Applicable (ii) The surrounding area has evolved over the past few decades, evolving from semi-rural open areas to predominately residential neighborhoods. Residential developments are currently established on three sides of the property, along with one institutional use to the north. A mixture of live/work and light commercial establishments are to the east and south on the other side of Buffalo Grass Road. (iii) R-5 zoning would be more advantageous to the community than the existing R-1 in terms of providing much needed buildable lots at lower prices than one acre lots could be offered. The Commission has already recommended changing the future land use designation from Institutional to Low Density Residential, recognizing the abundance of land designated Institutional in this area, and consistency with the Southwest Area Master Plan (SWAMP) and with guidelines articulated in various sections of the General Plan.	
Criterion 2 [14-3.5(C)(1)(b)]: all the rezoning requirements of Chapter 14 have been met;	**Criterion Met:** (Yes/No) **YES**
The Applicants have met the Chapter 14 procedural requirements for re-zoning, including holding an Early Neighborhood Notification Meeting, posting and mailing of notification requirements, and submitting required application submittals including a Traffic Impact Analysis. The Applicant is not requesting any variances.	
Criterion 3 [14-3.5(C)(1)(c)]: the rezoning is consistent with the applicable policies of the General Plan, including the future land use map;	**Criterion Met:** (Yes/No) **YES**
The proposed rezone is consistent with the Commission's previous recommendation to change the future land use designation from Institutional to Low Density Residential. The Southwest Area Master Plan (SWAMP) serves as the general plan for this area, and the SWAMP is essentially neutral about residential housing at this density in this area. Low density residential is an appropriate land use with the general Mixed Use intent of this area. In the general plan amendment case (2019-19), the Commission found housing at this location "would promote the general welfare and contribute to the harmonious development of Santa Fe as long as the resulting density and design proposal are appropriate for the surrounding area."	
Criterion 4 [14-3.5(C)(1)(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;	**Criterion Met:** (Yes/No) **YES**
The proposed rezoning exceeds the two acre threshold below which rezonings will not be considered (14-3.5(C)(2)(b)), and is consistent with the General Plan in terms of use and density.	
Criterion 5 [14-3.5(C)(1)(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.	**Criterion Met:** (Yes/No) **YES**

A traffic impact analysis was previously performed to assess the impact of the additional traffic anticipated to be generated by the proposed development, based on R-6 density, higher than the R-5 now proposed. Levels of service did not change at any of the intersections studied. The Applicant will make road improvements to his property, as well as significant off-site sidewalk improvements. Water and sewer service lines are readily available in both Geo Lane and Buffalo Grass Road. Full DRT review indicated that infrastructure would be able to absorb the impacts of the proposed development. Existing infrastructure can accommodate the development, and the Applicant is making improvements to the west bound turn bay on Airport Road.	
Criterion 6 [14-3.5(C)(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;** **(c) or benefit one or a few landowners at the expense of the surrounding landowners or general public.**	**Criterion Met:** (Yes/No) **YES**
(a) The proposed change in use will result in a new single family, detached home development which will be consistent with the prevailing use and character in the area. (b) The proposed rezoning is well over the two acre threshold. (c) The proposed subdivision is for 42 lots, and includes the dedication of land to the KSK Buddhist Center. The average lot size is over 5,800 square feet, well over the minimum lot size of 4,000 square feet. The proposed subdivision includes several roads wide enough to allow for on-street parking, so resident and visitor parking should be confined to the subdivision. The developer is willing to build 900 feet of off-site sidewalk improvements. Given all this, the development does not come at the expense of the general public.	
Criterion 7 [14-3.5(D)(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;	**Criterion Met:** (Yes/No) **YES**
DRT review indicated that road and utility infrastructure would be able to handle the proposed use and density. The Applicant will make road improvements to their property as required by Chapter 14, reconfigure the left turn lane onto geo Lane on Airport Road, as well as make extensive off-site sidewalk improvements in the neighborhood.	
Criterion 8 [14-3.5(D)(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.	**Criterion Met:** (Yes/No) **YES**

The Applicant will make road improvements to the property, as well as extensive off-site sidewalk improvements. The developer will cooperate and participate wholly or in part with any applicable costs of construction in addition to impact fees.

VII. PRELIMINARY SUBDIVISION PLAT

SFCC Section14-3.7 governs the authority, procedures and restrictions for the division of land. SFCC Subsection 14-3.7(B)(3)(d) states that "The Planning Commission shall review the preliminary plat and other materials submitted for conformity to this article, consider the Land Use Director report and recommendations and require any changes deemed advisable and the kind and extent of improvements to be made by the subdivider."

The criteria for approval of a Preliminary Subdivision are detailed below:

Criterion 1: In all subdivisions, due regard shall be shown for all natural features such as vegetation, water courses, historical sites and *structures*, and similar community assets that, if preserved, will add attractiveness and value to the area or to Santa Fe.	**Criterion Met:** (Yes/No) **YES**
Archaeological clearance was not required for this proposal. There is minimal vegetation on the site, and there are no significant natural features, water courses, or historical sites.	
Criterion 2: The planning commission shall give due regard to the opinions of public agencies and shall not approve the *plat* if it determines that in the best interest of the public health, safety or welfare the land is not suitable for *platting* and *development* purposes of the kind proposed. Land subject to *flooding* and land deemed to be topographically unsuited for building, or for other reasons uninhabitable, shall not be *platted* for *residential* occupancy, nor for other uses that may increase danger to health, safety or welfare or aggravate *erosion* or *flood* hazard. Such land shall be set aside within the *plat* for uses that will not be endangered by periodic or occasional inundation or produce unsatisfactory living conditions. See also Section 14-5.9 (Ecological Resource Protection Overlay District) and Section 14-8.3 (Flood Regulations).	**Criterion Met:** (Yes/No) **YES**
There are no water courses or FEMA designated flood plains on or near this property. There is minimal slope to the property, with less than 20 feet elevation loss between the north and south boundaries of the property. The retention basin is located at the southeast corner of the property, where it will take full advantage of natural drainage patterns.	
Criterion 3: All *plats* shall comply with the standards of Chapter 14, Article 9 (Infrastructure Design, Improvements and Dedication Standards).	**Criterion Met:** (Yes/No) **YES**
The Development Review Team (DRT) has reviewed the Applicant's proposed subdivision design. The DRT includes the following City Divisions: Traffic, Technical Review, Water, Sewer, Fire and Land Use. Review comments and conditions from the DRT provide necessary changes to the proposal to meet City Code standards for public health, safety or welfare. The engineering design for terrain management, roads and utilities complies with all requirements of Chapter 14. Sewer will gravity flow for all lots within the subdivision. The water line will be capable of providing the fire flow	

standards of the International Fire Code.	
Criterion 4: A *plat* shall not be approved that creates nonconformity or increases the extent or degree of an existing nonconformity with the provisions of Chapter 14 unless a variance is approved concurrently with the *plat*.	**Criterion Met:** (Yes/No/N/A) **YES**
No existing nonconformities are increased, nor are any nonconformities created by the approval of this subdivision. The applicant is not requesting any variances with this proposal.	
Criterion 5: A *plat* shall not be approved that creates a nonconformity or increases the extent or degree of an existing nonconformity with applicable provisions of other chapters of the Santa Fe City Code unless an exception is approved pursuant to the procedures provided in that chapter prior to approval of the *plat*.	**Criterion Met:** (Yes/No/N/A) **YES**
No existing nonconformities are increased, nor are any nonconformities created by the approval of this subdivision. The applicant is not requesting any exceptions with this proposal.	

VIII. EARLY NEIGHBORHOOD NOTIFICATION

An ENN was held for the original application, consisting of general plan amendment and R-6 rezoning requests, on January 31, 2019. Approximately ten members of the public attended. An ENN for the amended application, consisting of an R-5 rezoning request along with preliminary subdivision approval, was held on November 6, 2019. Four residents signed in. Additionally, another informal meeting for neighbors was held on November 12, 2019 as an additional opportunity for neighbor input, which was attended by two residents and one member of the press. Concerns voiced at all meetings were largely the same, and the Applicant's efforts to address these concerns are detailed in the Background Section of this report.

IX. EXPIRATION

According to SFCC Subsection14-3.19(B)(2) "Approval of a preliminary subdivision plat … shall expire three years after final action approving it unless the final plat … is approved." Should the Commission approve the preliminary subdivision plat and adopt the recommended Findings of Fact at this hearing, the expiration date would be June 4, 2023.

The rezoning request is a recommendation, rather than a final decision. Therefore, there is no expiration date provision in our code.

X. ATTACHMENTS:

EXHIBIT A:

1. Technical Corrections
2. Draft Findings of Fact/Conclusions of Law Case #2019-20
3. Draft Findings of Fact/Conclusions of Law Case #2019-1520
4. Staff Report February 6, 2020
5. Planning Commission Meeting Minutes February 6, 2020

EXHIBIT B: Development Review Team Memoranda

1. Traffic Review
2. Fire Review
3. Technical Review
4. Wastewater Division Review
5. Water Engineering Division Review
6. Landscape Review

EXHIBIT C: Maps and Photos

EXHIBIT D: Applicant Materials

1. Applicant Letter
2. Traffic Impact Analysis Summary
3. Supplemental Traffic Memo
4. Draft Covenants
5. Proposed Subdivision

APPROVED BY:

Title	Name	Initials
Land Use Director	Eli Isaacson	
Land Use Planner Manager	Noah Berke	
Land Use Department Case Manager	Lee Logston	

City of Santa Fe, New Mexico

Exhibit D

Applicant Materials

1. Applicant Letter
2. Traffic Impact Analysis Summary
3. Supplemental Traffic Memo
4. Draft Covenants
5. Proposed Subdivision

EXHIBIT B3

To: City of Santa Fe Land Use Planning, Planning Commission Chairman and Members, and Others Whom it may concern:

From: Geo Park, LLC Members

Re: Open Space

Regarding our previous proposal to donate approximately one-quarter acre open space for a public park as a part of our proposal for GEO PARK SUBDIVISION, we respectfully request the withdrawal of offered donation due to neighboorhood and Commission Member concerns about the future maintenance and upkeep of the proposed park. In reviewing the minutes from the February 6th, 2020 Planning Commission meeting, which required 30 pages to transcribe, the proposed park was discussed at length on at least 5 of those pages, including the public testimony portion and then the question and answer as well. There was much skepticism regarding the City Parks Department ability to manage any added maintenance to its workload and the suggestion of a "low maintenance" park without grass and landscaping was also not favorably received. Therefore, we have revised our proposed subdivision layout and have added the area of the proposed park to the nearby Lots, making those Lots a little larger than before.

Regarding the other open space area adjacent to the KSK Buddist Center we have also revised that proposed donation. In discussions with representatives of the center a preference for greater privacy was expressed rather than the donation of an open space area that would likely require maintenance and create an expense. Instead, we now propose to donate a 10 foot wide strip along the current shared property boundary, build an 8 foot high block wall on the adjusted property line, and also create a 10 foot setback from the wall for any home built on the Lots adjoining the adjusted property line. This combination will result in the 20 foot separation from the center's dormitory, as was previously proposed, and also offer more privacy for the whole center. The remainder of the open space area will be added to nearby Lots, as with the others, making those Lots a bit larger.

EXHIBIT B3

Terry O. Brown P.E.

Geo Lane Park Subdivision

(Airport Rd. / Geo Lane)

Traffic Impact Study

April 26, 2019

D R A F T



Presented to:

City of Santa Fe
Traffic Engineering Department

Prepared for:

Terry O. Brown P.E.
P.O. Box 92051
Albuquerque, NM 87199
505 · 883 · 8807

Geo Lane Park Subdivision
(Airport Rd. / Geo Lane)
Traffic Impact Study

Executive Summary

The purpose of this study is to evaluate the transportation conditions before and after implementation of the proposed Geo Lane Park Subdivision, determine the impact of the development on the adjacent transportation system and recommend mitigation measures where necessary. The subdivision can be developed based on a proposed zone change from I-1 (Church) to R-6 (Residential – 6 DU's per acre). This study is prepared to meet the requirements of the City of Santa Fe Traffic Engineering Department associated with its review of the Geo Lane Park Subdivision.

The proposed development is located near the southeast corner of Airport Rd. / Geo Lane. The study area includes the intersections of Airport Rd. / S. Meadows Rd., Airport Rd. / Paseo del Sol, Airport Rd. / Geo Lane and Airport Rd. / Buffalo Grass Rd. as well as the three proposed driveways for the project. Following is a vicinity map showing location of the project:

The proposed development is to be developed as a 48 unit single-family detached housing subdivision. The anticipated implementation year for this site is the year 2022. According to the Institute of Traffic Engineers' (ITE) trip generation rates, the weekday AM Peak Hour period is anticipated to generate approximately 10 entering trips and 29 exiting trips. During the weekday PM Peak Hour period, it is anticipated that it will generate approximately 32 entering trips and 19 exiting trips.

The development will be accessed via three proposed driveways for this parcel of land, two on Geo Ln. and one on Buffalo Grass Rd.

Analysis results by analysis year are included in the following tables:

			2022 Conditions	
Intersection No. / Name	Signalization	Case	AM Peak	PM Peak
1 - Airport Rd. / S. Meadows Rd.	Signalized	NO BUILD	C - 32.5	C - 20.8
		BUILD	C - 33.5	C - 21.0
2 - Airport Rd. / Paseo del Sol	Signalized	NO BUILD	B - 19.5	B - 12.3
		BUILD	B - 19.6	B - 12.4
3 - Airport Rd. / Geo Lane	Unsignalized	NO BUILD	B - 12.3	B - 10.9
		BUILD	B - 12.5	B - 11.0
4 - Airport Rd. / Buffalo Grass Rd.	Unsignalized	NO BUILD	B - 11.4	B - 10.6
		BUILD	B - 11.6	B - 10.7
5 - Driveway"A" / Buffalo Grass Rd.	Unsignalized	NO BUILD	N/A	N/A
		BUILD	A - 8.7	A- 8.7
6 - Driveway"B" / Geo Lane	Unsignalized	NO BUILD	N/A	N/A
		BUILD	A - 9.0	A- 9.1
7 - Driveway"C" / Geo Lane	Unsignalized	NO BUILD	N/A	N/A
		BUILD	A - 9.0	A- 8.9

In summary, the proposed development does not have a significant adverse impact to the adjacent transportation system and the minimal impact to the transportation system can be mitigated by the recommended measures described in this report and summarized in the table above. In summary, the recommendations of this study are:

Recommendations

Project should be accessed via three full access driveways:

- **Driveway "A" / Buffalo Grass Rd.** – should be designed and constructed with one entering lane and one exiting lane minimum. Driveway "A" is located approximately 120 feet north of the south boundary of the subdivision (boundary line to centerline of Driveway "A").
- **Driveway "B" / Geo Lane** – should be designed and constructed with one entering lane and one exiting lane minimum. Driveway "B" is located approximately 230 feet north of the south boundary of the subdivision (boundary line to centerline of Driveway "B").
- **Driveway "C" / Geo Lane** – should be designed and constructed with one entering lane and one exiting lane minimum. Driveway "C" is located approximately 250 feet north of Driveway "B" (centerline to centerline).

Driveways shall be designed and constructed to preserve adequate sight distances as required by the City of Santa Fe Traffic Engineer.

Driveways should be designed and constructed to intersection Geo Lane and Buffalo Grass Rd. at a 90-degree angle plus or minus 10 degrees.

EXHIBIT B3

Terry O. Brown P.E.
Civil / Transportation Engineering

Monday, May 11, 2020

John J. Romero, P.E.
City of Santa Fe
P. O. Box 909
Santa Fe, NM 87504

Re: Geo Lane Subdivision – Supplemental Letter

Dear Mr. Romero:

This supplemental letter is a companion to the Traffic Impact Study address certain issues raised at a recent public hearing for the project. Those issues are listed as follows:

1) Crash rates for Airport Rd. / Geo Lane and Airport Rd. / Paseo del Sol
2) Queuing for westbound left turn movement off of Airport Rd. into Geo Lane southbound
3) Residential trip generation rates – validity in applying to this project

In order to address the three areas of concern, the following actions are taken:

1) A crash analysis was performed for the Airport Rd. / Geo Lane and Airport Rd. / Paseo del Sol corridor (including the two intersections) using the HCS7 (Highway Capacity Software, Version 7) HSS (Highway Safety Software) module base on the Highway Safety Manual (See attached). The HSS evaluation is attached for review. In summary the HSS analysis indicates that the implementation of the proposed new Geo Lane Subdivision is expected to increase the number of crashes along Airport Rd. from Geo Lane to Paseo del Sol (inclusive) by less than one crash per year. Therefore, the impact to the crash rate along Airport Rd. is insignificant. The implementation of Geo Lane Park Subdivision does not present a significant adverse impact to the adjacent transportation system.
2) The queuing analysis in the Traffic Impact Study demonstrates that the existing westbound left turn lane on Airport Rd. at Geo Lane is sufficient to contain the 95th Percentile Queue at the intersection. The current westbound left turn lane on Airport Rd. at Geo Lane is approximately 65 feet long. Therefore, it can hold about three passenger cars before there is a spillover into the adjacent thru lane. The complimentary eastbound left turn lane on Airport Rd. at the east entrance to the Esplanade Shopping Center is approximately 80 feet long. Neither the westbound left turn lane nor the eastbound left turn lane were observed to spill over during the traffic count period for this Study. However, it was noted that the westbound left turn lane at Geo Lane would queue two to three vehicles occasionally while the

Terry O. Brown • tobe@swcp.com • P.O. Box 92051 • Albuquerque, NM 87199 • 505 - 883 - 8807

3) complimentary eastbound left turn lane rarely queued more than one vehicle. Therefore, it is concluded that the westbound left turn lane on Airport Rd. at Geo Lane could be extended by 25 feet to allow for one more vehicle to queue westbound to turn lane into Geo Lane, thus reducing the complimentary eastbound left turn lane length by 25 feet.
4) The trip generation rate for the proposed Geo Lane Park Subdivision was calculated using ITE Trip Generation equations published in the ITE Trip Generation Manual, 10th Edition. The trip generation rates for Single-Family Detached Housing Units for Daily, AM Peak Hour of Adjacent Street Traffic, and PM Peak Hour of Adjacent Street Traffic were established based on well of 150 nationwide studies of residential developments comprised of single-family detached homes. While trip generation rate calculation is not an exact science, the equations for Single-Family Detached Housing in the ITE Trip Generation Manual has a high degree of correlation with real trip generation rates (i.e., the R^2 Value is at least 0.89). The ITE Trip Generation Manual (10th Edition) states the following regarding ITE Land Use 210 (Single-Family Detached Housing):
   - *"...Single-family detached housing includes all single-family detached homes on individual lots. A typical site surveyed is a suburban subdivision..."*
   - *"...The number of vehicles and residents had a high correlation with average weekday vehicle trip ends. The use of these variables was limited, however, because the number of vehicles and residents was often difficult to obtain or predict. The number of dwelling units was generally used as the independent variable of choice because it was usually readily available, easy to project and had a high correlation with average weekday vehicle trip ends..."*
   - *"...This land use included data from a wide variety of units with different sizes, price ranges, locations, and ages. Consequently, there was a wide variation in trips generated within this category. Other factors, such as geographic location and type of adjacent and nearby development, may also have had an effect on the site trip generation..."*
   - *"...Single-family detached units had the highest trip generation rate per dwelling unit of all residential uses because they were the largest units in size and had more residents and more vehicles per unit than other residential land uses; they were generally located farther away from shopping centers, employment areas and other trip attractors than other residential land uses; and they generally had fewer alternative modes of transportation available because they were typically not as concentrated as other residential land uses..."*
   - *"...The peak hour of the generator typically coincided with the peak hour of the adjacent street traffic..."*

John J. Romero, P.E.
Monday, May 11, 2020

Re: Geo Lane Subdivision – Supplemental Letter

There are three independent variables available for projecting trip generations, the number of residents, the number of vehicles, and the total number of dwelling units. For this analysis, the number of dwelling units variable was used. The projected traffic generated by this land use is presented in the following Table. The Trip Generation Calculations are presented in the Traffic Impact Study.

SUMMARY OF TRIP GENERATION RATES LAND USE 210 – SINGLE-FAMILY DETACHED HOUSING) (GENERAL URBAN / SUBURBAN)	
Peak Hour of Adjacent Street Traffic	**Geo Lane Park Subd.**
A.M. Peak Hour Entering	10
A.M. Peak Hour Exiting	29
A.M. Peak Hour Total	39
P.M. Peak Hour Entering	32
P.M. Peak Hour Exiting	19
P.M. Peak Hour Total	51

Source: Institute of Transportation Engineers
Trip Generation, 10th Edition, 2017

The two entrances to the existing Estancia Primera subdivision were counted to obtain an actual rate. The existing Estancia Primera subdivision consists of approximately 177 single-family dwelling units. The actual traffic generated by Estancia Primera is significantly less than the traffic produced by ITE. This could be due to the demographics of Estancia Primera. For conservative analysis, the ITE rates will be used for this analysis.

I believe this letter should address the three concerns raised at previous public hearings.

Please call me if you have questions.

Best Regards,

Terry O. Brown, P.E.

attachments as noted

cc: John Reider,

Crash Analysis

A traffic and safety analysis using HCS7 Highway Safety Software (HSS) was performed to assess the safety performance of one signalized intersection (Paseo Del Sol & Airport Rd.) and one unsignalized intersection (Geo Lane & Airport Rd.) in the study area for existing (No Build) and developed (Build) conditions. The intersections were located sequentially along the Airport Rd. corridor which is classified as regional principal arterial. The Paseo Del Sol & Airport Rd. intersection has adequate lighting and a combination of permissive and protected/permissive left-turn phasing, and medium to low pedestrian activity level. The Geo Lane intersection has only one light on the north side of the intersection, so no credit was given for lighting in the analysis. The map below illustrates the intersections and segments analyzed in each corridor.



The total number of observed crashes from 2016 through 2018 (inclusive) at each intersection and segments between intersections was provided by the New Mexico Department of Transportation, Traffic Safety Division (Traffic Records). The HSS *predicted crash frequency* is calculated using site-based crash frequency estimates at other similar sites and the predictive model found in Part C of the HSM. The HSS model calculates *expected crash frequency* using the Empirical Bayes (EB) methodology which adjusts the *predicted crash frequency* using the observed crash frequency at the site. So, when the observed crashes are higher than the predicted crashes, the expected crash frequency is also higher. A summary of the crash

frequencies for the "No Build" and "Build" Conditions is presented in the Crash Analysis Summary Table below. More detailed HSS results for the No Build and Build conditions are presented in the tables in Appendix A-129 through A-166.

As shown in the Crash Analysis Summary Table, the impact on the crash rate due to the new development is minimal given that the crash rate at each analyzed intersection is increased by significantly less than one crash per year. A more notable concern is the total average number of observed crashes per year (23), compared to the predicted crashes (5.18) and expected crashes (14.193) for existing (or NO BUILD) conditions. The historic crash rate is an indicator of issues related to existing design and existing conditions and is not by any means a measure of the impact of this development on the adjacent transportation system. This higher observed crash rate indicates that there may be intersection design issues and / or regional driver characteristic issues that may need to be considered. The HSM modelling requires a regional adjustment factor which has not been applied in this case. The State of New Mexico (i.e., the NM DOT) has not determined regional adjustment factors. Neither has the City of Santa Fe.

The findings of this crash analysis conclude that the expected increase in crashes as a result of implementation of the proposed Geo Lane Park Subdivision is an increase of less than 1 crash per year collectively for the two intersections of Airport Rd. / Paseo Del Sol and Airport Blvd. / Geo Lane. Therefore, there is no significant impact on the adjacent transportation system.

CRASH ANALYSIS
Summary Table

TERRY O. BROWN, P.E.

Highway Safety Software Facility Report

Project Information
Analyst: J. Becker, P.E.
Date: 3/17/2020
Jurisdiction: City of Santa Fe
Analysis Year: 2020
Project Description: Geo Lane Park Subdivision

SECT. No.	FACILITY TYPE	MODEL TYPE	NAME	AADT MAJOR STREET		AADT MINOR STREET		LENGTH	AVERAGE OBSERVED CRASHES per year	PREDICTED CRASHES			EXPECTED CRASHES		
				NO BUILD	BUILD	NO BUILD	BUILD	(MI)		NO BUILD	BUILD	INCREASE	NO BUILD	BUILD	INCREASE
1	URBAN	4SG	Paseo Del Sol/ Airp	22,097	24,597	8,800	9,000		15	3.434	3.829	0.395	9.578	10.107	0.529
2	URBAN	3ST	Geo Ln/Airport	22,097	24,597	1,700	2,000		8	1.746	2.061	0.315	4.615	4.997	0.382
								TOTAL	23	5.18	5.89	0.71	14.193	15.104	0.911

EXHIBIT B3

GEO PARK SUBDIVISION

LYING AND BEING SITUATED WITHIN PROJECTED SECTION 12, T. 16 N., R. 8 E., N.M.P.M.,
CITY OF SANTA FE, NEW MEXICO

EXHIBIT B3



BOUNDARY DATA CHART

LINE	ARC	CHORD BEARING	RADIUS	DELTA	CHORD
C1	31.83'	N53°27'46"W	25.00'	72°57'16"	29.73'
C2	27.26'	S70°50'55"W	54.00'	28°55'24"	26.97'
C3	11.90'	S72°36'52"W	21.00'	32°27'24"	11.74'
L1	28.10'	N89°56'54"W			
C4	43.04'	N71°51'26"W	54.00'	45°39'54"	41.91'
C5	37.44'	N29°09'45"W	54.00'	39°43'31"	36.69'
L2	18.70'	N20°16'24"W			
C6	12.34'	N03°26'12"W	21.00'	33°40'25"	12.16'
C7	21.39'	N02°03'05"E	54.00'	22°42'00"	21.25'
C8	39.25'	S24°44'44"W	25.00'	89°57'44"	35.34'
C9	39.26'	N65°16'51"W	25.00'	89°59'07"	35.35'
L3	26.97'	N20°16'24"W			
L4	27.04'	N20°17'10"W			
C10	39.27'	N24°43'36"E	25.00'	90°00'00"	35.36'
C11	39.29'	S65°15'16"E	25.00'	90°02'16"	35.37'
C12	13.75'	N08°34'46"W	45.00'	17°30'26"	13.70'
L5	41.59'	N20°16'08"W			
L6	34.00'	N55°19'09"W			
C13	27.12'	N17°26'29"E	45.00'	34°32'04"	26.71'
C14	40.04'	N60°12'09"E	45.00'	50°59'17"	38.73'
C15	22.41'	N53°34'46"E	48.00'	26°45'08"	22.21'
C16	24.36'	N65°07'49"E	28.00'	49°51'15"	23.60'
L7	27.00'	S89°56'33"E			
C17	73.61'	S69°06'35"E	48.00'	87°52'11"	66.61'
C18	36.61'	S03°19'31"E	48.00'	43°41'56"	35.73'
C19	46.71'	N36°32'15"E	25.00'	107°02'46"	40.20'
C20	27.39'	S34°52'15"W	48.00'	32°41'37"	27.02'
C21	67.66'	N88°24'05"W	48.00'	80°45'44"	62.20'
L8	37.53'	N89°56'33"W			
C22	24.36'	N65°00'56"W	28.00'	49°51'15"	23.60'
C23	6.64'	N44°03'17"W	48.00'	7°55'55"	6.64'
C24	30.49'	S55°00'12"E	25.00'	69°52'21"	28.63'
L9	33.35'	S20°04'01"E			
C25	48.05'	S34°59'43"W	25.00'	110°07'28"	40.99'
L10	41.39'	N89°56'22"W			
C26	31.83'	N53°27'45"W	25.00'	72°57'14"	29.72'
C27	46.69'	N36°31'22"E	25.00'	107°01'00"	40.20'
L11	66.96'	S89°58'23"E			
L12	72.19'	N89°56'06"W			
L13	55.98'	N89°56'16"W			
L14	16.81'	N89°56'03"W			
L15	52.77'	N89°56'16"W			
L16	20.02'	N89°56'06"W			
L17	49.56'	N89°56'16"W			
L18	23.23'	N89°56'09"W			
L19	46.36'	N89°56'15"W			
L20	26.44'	N89°56'10"W			
L21	43.08'	S89°56'22"E			
C28	30.40'	S55°06'14"E	25.01'	69°39'40"	28.57'
L22	30.64'	N89°56'12"W			
C29	47.93'	S34°39'18"W	25.00'	109°51'00"	40.92'
L23	13.99'	N88°47'41"E			
L24	10.79'	S01°20'34"E			
L25	43.75'	N88°05'22"E			
L26	57.73'	N89°05'15"E			
L27	57.98'	N88°39'26"E			
L28	65.06'	N88°39'26"E			
L29	99.82'	N88°39'26"E			
L30	11.66'	S29°37'19"W			

LEGEND:

- FOUND MONUMENT AS NOTED
- CALCULATED POINT, NOT SET
- CONTROL MONUMENT SFC 1007
- UTILITY POLE
- ANCHOR GUY
- CHAINLINK FENCE
- E — AERIAL ELECTRIC LINE
- ADJOINER BOUNDARY
- AERIAL TELEPHONE LINE
- TELEPHONE JUNCTION BOX
- POLE BOLLARD
- WATER VALVE
- FIRE HYDRANT
- SANITARY SEWER MANHOLE
- WELL
- WELL HOUSE
- SPIGOT
- WIRE FENCE FALLING DOWN
- ABANDONED TELEPHONE JUNCTION BOX

INDEXING INFORMATION FOR COUNTY CLERK

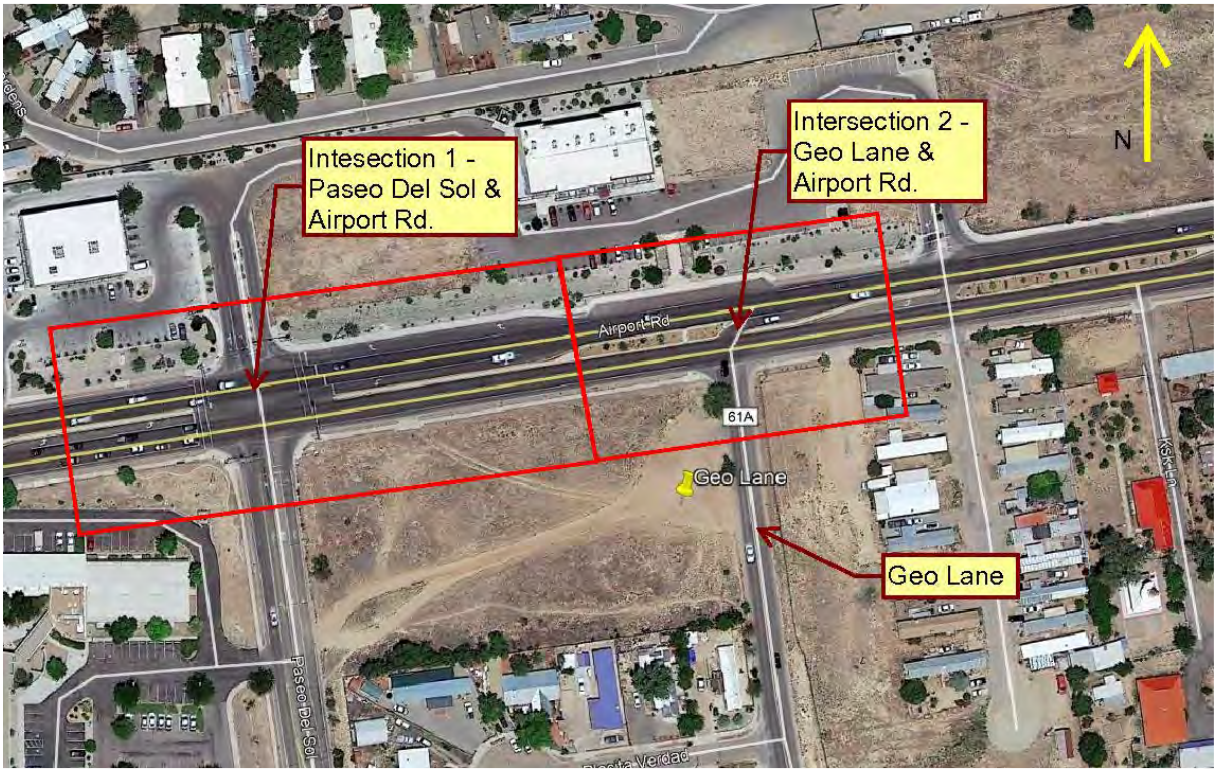
UPC:	1-048-095-388-368 & 1-048-095-397-338
OWNER:	LUIS OLIVAS, JOHN REEDER, & HASSAN SALAM
FILED:	INSTRUMENT #1873943
SUBDIVISION:	N/A
SECTIONS:	SECTION 12, T. 16 N., R. 8 E., N.M.P.M.

SOUTHWEST MOUNTAIN SURVEYS
1114 HICKOX ST., SANTA FE, N.M. 87501
(505) 982-9429 FAX (505) 986-3413

DATE (S): 8/4/19 | DRAWN BY: DKR | PROJECT No.: C-2922A

Crash Analysis

A traffic and safety analysis using HCS7 Highway Safety Software (HSS) was performed to assess the safety performance of one signalized intersection (Paseo Del Sol & Airport Rd.) and one unsignalized intersection (Geo Lane & Airport Rd.) in the study area for existing (No Build) and developed (Build) conditions. The intersections were located sequentially along the Airport Rd. corridor which is classified as regional principal arterial. The Paseo Del Sol & Airport Rd. intersection has adequate lighting and a combination of permissive and protected/permissive left-turn phasing, and medium to low pedestrian activity level. The Geo Lane intersection has only one light on the north side of the intersection, so no credit was given for lighting in the analysis. The map below illustrates the intersections and segments analyzed in each corridor.



The total number of observed crashes from 2016 through 2018 (inclusive) at each intersection and segments between intersections was provided by the New Mexico Department of Transportation, Traffic Safety Division (Traffic Records). The HSS *predicted crash frequency* is calculated using site-based crash frequency estimates at other similar sites and the predictive model found in Part C of the HSM. The HSS model calculates *expected crash frequency* using the Empirical Bayes (EB) methodology which adjusts the *predicted crash frequency* using the observed crash frequency at the site. So, when the observed crashes are higher than the predicted crashes, the expected crash frequency is also higher. A summary of the crash

frequencies for the "No Build" and "Build" Conditions is presented in the Crash Analysis Summary Table below. More detailed HSS results for the No Build and Build conditions are presented in the reports at the end of this document.

As shown in the Crash Analysis Summary Table, the impact on the crash rate due to the new development is minimal given that the crash rate at each analyzed intersection is increased by significantly less than one crash per year (about 0.69 crashes per year). A more notable concern is the total average number of observed crashes per year (10.0) for the intersections of Airport Rd. / Paseo Del Sol and Airport Rd. / Geo Lane, compared to the predicted crashes (5.199) and expected crashes (7.442) for existing (or NO BUILD) conditions. The historic crash rate is an indicator of issues **possibly** related to existing design and existing conditions and is not by any means a measure of the impact of this development on the adjacent transportation system. This higher observed crash rate indicates that there **may** be intersection design issues and / or regional driver characteristic issues that may need to be considered. The HSM modelling requires a regional adjustment factor which has not been applied in this case. The State of New Mexico (i.e., the NM DOT) has not determined regional adjustment factors. Neither has the City of Santa Fe.

It should be noted that the Highway Safety Manual is a relatively new and developing document (there is currently only a 1st Edition). The stated purpose of the Highway Safety Manual (Page xxiii of Volume 1) reads as follows:

> *The Highway Safety Manual (HSM) is a resource that provides safety knowledge and tools in a useful form to facilitate improved decision making. The HSM assembles currently available information and methodologies on measuring, estimating and evaluating roadways in terms of crash frequency (number of crashes per year) and crash severity (level of injuries due to crashes). The HSM presents tools and methodologies for consideration of "safely" across the range of highway activity: planning, programming, project development, construction, operations, and maintenance. The purpose is to convey present knowledge regarding highway safety information for use by a broad array of transportation professionals.*

The stated purpose above seems to lead the transportation professional to believe that the Highway Safety Manual can be a tool to forecast reliable crash frequency rates. However, there is subsequent language in the HSM that qualifies the data derived from the Manual. Following are some of the excerpts of the Highway Safety Manual that qualify the output:

> *C.8. LIMITATIONS OF THE HSM PREDICTIVE METHOD*
> *The predictive method is based on research using available data describing geometric and traffic characteristics of road systems in the United States. The predictive models incorporate the effects of many, but not all, geometric designs and traffic control features of potential interest. The absence of a factor from the predictive models does not necessarily mean that the factor has no effect on crash frequency; it may merely indicate*

that the effect is not fully known or has not been quantified at this time. (from Highway Safety Manual, 1st Edition, 2010, Volume 2, Page C-19)

12.8 CALIBRATION OF THE SPFS TO LOCAL CONDITIONS

… Crash frequencies, even for nominally similar roadway segments or intersections, can vary widely from one jurisdiction to another. Geographic regions differ markedly in climate, animal population, driver populations, crash reporting threshold, and crash reporting practices. These variations may result in some jurisdictions experiencing a different number of reported traffic crashes on urban and suburban arterial highways than others. Calibration factors are included in the methodology to allow highway agencies to adjust the SPF's to match actual local conditions. (from Highway Safety Manual, 1st Edition, 2010, Volume 2, Page 12-47; also see Volume 1, Page 3-23, 3.5.4 - Calibration)

… Calibration factors provide one method of incorporating local data to improve estimated crash frequencies for individual agencies or locations. (from Highway Safety Manual, 1st Edition, 2010, Volume 2, Page 12-47)

Expected average crash frequency – the estimate of long-term expected average crash frequency of a site, facility, or network under a given set of geometric conditions and traffic volumes (AADT) in a given period of years. In the Empiracal Bayes (EB) methodology, this frequency is calculated from observed crash frequency at the site and predicted crash frequency at the site based on crash frequency estimates at other similar sites.

Regression-to-the-Mean Bias

Crash frequencies naturally fluctuate up and down over time at any given site. As a result, a short-term average crash frequency may vary significantly from the long-term average crash frequency. The randomness of crash occurrence indicates that short-term crash frequencies alone are not a reliable estimator of long-term crash frequency. If a three-year period of crashes were to be used as a sample to estimate crash frequency, it would be difficult to know if this three-year period represents a high, average, or low crash frequency at the site compared to previous years.

When a period with a comparatively high crash frequency is observed, it is statistically probable that a lower crash frequency will be observed in the following period. This tendency is known as regression-to-the-mean (RTM), and also applies to the statistical probability that a comparatively low crash frequency period will be followed by a higher crash frequency period. (from Highway Safety Manual, 1st Edition, 2010, Volume 1, Page 4-8)

The preceding language seems to qualify that the crash rates obtained from the HSM should be considered as long-term average crash rates and that those crash rates can vary from one region

to the next based on various factors including climate and driver population. To adjust for such factors, calibration factors should be developed for each unique region to obtain more reliable results. Neither he City of Santa Fe nor the State of New Mexico have developed the calibration factors necessary to adjust the results obtained from the HSM to result in more reliable results.

Additionally, the HSM states that a short-term crash analysis (i.e., three-year study period) would be insufficient to provide reliable forecasts of crash data. It also states that a short period analysis showing a higher or lower rate than predicted would result in a Regression-to-the-Mean where the Study to be extended to cover a longer period of time. However, there seems to be no language in the HSM that states how long the study period should be.

A previous crash study (2014 Crash Analysis Report – Airport Road: Country Club Rd. to Cerrillos Rd.) seems to confirm the Regression-to-the Means concept in that the 2014 Report showed significantly less crashes than would be predicted. However, the data acquired for the 2014 Study was not well-defined in the study so was not utilized in this report. The study period for the 2014 report was also three years (2012 through 2014).

In conclusion, a reliable crash frequency analysis cannot be performed using the Highway Safety Manual procedures unless a longer period analysis is performed that takes into account a local calibration factor. Since a local calibration factor does not exist, this task is impossible at this time. However, it can be determined from the HSM analysis that the increase in the number of crashes as a result of the development of the Geo Lane Subdivision will be in the range of about ½ crashes per year (or about 1 crash every two years). Therefore, there is no significant impact on the adjacent transportation system.

Attached to this report are Collision Diagrams for the intersections of Airport Rd. / Paseo del Sol and Airport Rd. / Geo Lane. There are a couple of conclusions that can be derived from the two Collision Diagrams. First, there are a high frequency of rear-end collisions eastbound and westbound on Airport Rd. at the signalized intersection of Paseo Del Sol. There were 9 westbound rear-end collisions (one involved alcohol) and four eastbound read-end collisions. These are primarily due to driver inattentiveness. Secondly, there were 4 crashes that involved alcohol / drugs (one at Paseo Del Sol and 3 at Geo Lane). If the DWI crashes and the rear-end collision crashes were eliminated from the study, the number of crashes would be reduced substantially. (NOTE: Newer model vehicles often have crash alert systems which would tend to help reduce the number of rear-end collisions at signalized intersections. Thus, over time as more drivers drive the newer vehicles, these types of crashes should be reduced.)

CRASH ANALYSIS
Summary Table

TERRY O. BROWN, P.E.

Highway Safety Software Facility Report

Project Information
Analyst: J. Becker, P.E.
Date: 3/25/2020
Jurisdiction: City of Santa Fe
Analysis Year: 2022
Project Description: Geo Lane Park Subdivision

SECT. No.	FACILITY TYPE	MODEL TYPE	NAME	AADT MAJOR STREET		AADT MINOR STREET		AVERAGE OBSERVED CRASHES per year	PREDICTED CRASHES			EXPECTED CRASHES		
				NO BUILD	BUILD	NO BUILD	BUILD		NO BUILD	BUILD	INCREASE	NO BUILD	BUILD	INCREASE
1	URBAN	4SG	Paseo Del Sol/ Airport	22,097	24,597	8,800	9,000	7.7	3.453	3.829	0.376	5.522	5.806	0.284
2	URBAN	3ST	Geo Ln/Airport	22,097	24,597	1,700	2,000	2.3	1.746	2.061	0.315	1.92	2.07	0.15
								10.0	5.199	5.890	0.691	7.442	7.876	0.434

EXHIBIT B3

EXHIBIT B3

ITEM # 20-0260

City of Santa Fe
Planning Commission
Findings of Fact and Conclusions of Law

Case #2019-20
4000 and 4100 Geo Lane Rezoning

Owner's/Applicant's Name - Geo Park, LLC
Agent's Name - John Reeder

THIS MATTER came before the Planning Commission (Commission) for public hearing on June 4, 2020 (Hearing) upon the application (Application) of John Reeder as agent for Geo Park, LLC (Applicant).

The Application pertains to two properties located at 4000 and 4100 Geo Lane totaling approximately 8.59 acres (Property). The Applicant requests approval of a rezoning from R-1 (Residential-one dwelling unit per acre) to R-5 (Residential-five dwelling units per acre). At a hearing held concurrently with this hearing in related Case #2019-1520, the Applicant requested approval of a preliminary subdivision plat for a 42-lot residential subdivision (Project).

After conducting a public hearing and having heard from staff and all interested persons, the Commission hereby FINDS, as follows:

FINDINGS OF FACT

Background

1. On June 6, 2019, the Commission considered two applications for the Property, including a request to amend the General Plan by changing the future land use designation from Institutional to Low Density Residential (Case #2019-19) and a request to rezone the Property from R-1 (Residential-one dwelling unit per acre) to R-6 (Residential-six dwelling units per acre) (Case #2019-20).
2. On June 6, 2019, the Commission voted to recommend that the Governing Body grant the request to change the future land use designation for the Property from Institutional to Low Density Residential (Case #2019-19). The Governing Body has not yet considered the request to change the future land use designation.
3. On June 6, 2019, the Commission tabled consideration of the rezoning request to permit the Applicant to address concerns expressed by both Commissioners and members of the public about density and Project design.
4. The Applicant has since amended the rezoning request from R-6 (Residential-six dwelling units per acre) to R-5 (Residential-five dwelling units per acre) and has made other revisions to the Project to address the concerns that were raised.
5. On February 6, 2020, the Applicant returned to the Commission with an amended rezoning application, requesting to rezone the Property from R-1 (Residential-one dwelling unit per acre) to R-5 (Residential-five dwelling units per acre) (Case #2019-20). The Applicant also requested preliminary subdivision approval for 42 residential lots (Case #2020-1520).

6. At the hearing, the Commission discussed density, traffic generation, and traffic safety on Airport Road at length. In particular, westbound, left-turn queuing for Geo Lane was discussed at length.
7. At the hearing, the Commission again postponed a decision on the rezoning request and requested that the Applicant 1) provide more data on crash statistics on Airport Road, 2) seek approval from the City Traffic Engineer to modify the left turn bay for westbound left turns onto Geo Lane, and 3) clarify the validity of residential trip generation rates as they applied to the Project.

General

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. 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)]; and (c) compliance with notice and public hearing requirements [SFCC Section 14-3.1(H)-(I)].
10. Pre-application conferences were held on December 27, 2018 and December 9, 2019 in accordance with SFCC Section 14-3.l(E).
11. Pursuant to SFCC Section 14-3.1(H)(1), notice of the ENN meetings was properly given.
12. Pursuant to SFCC Section 14-3.1(F), two ENN meetings were held on the Application, on January 31, 2019, and November 6, 2019. The most recent ENN meeting was held at the Southside Library, 6599 Jaguar Drive, Santa Fe, New Mexico 87507. The ENN meeting was attended by the Applicant, one member of City staff, and four members of the public. Residents expressed concerns about traffic, pedestrian safety, manufactured homes, and general quality of life.
13. 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.
14. Staff recommended that the Commission should recommend that the Governing Body approve of the rezoning.

Rezoning

15. Pursuant to SFCC Sections 14-2.3(C)(7)(c) and 14-3.5(B)(1), the Commission has the authority to review and make recommendations to the Governing Body regarding rezonings.
16. Santa Fe City Code (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.
17. Pursuant to SFCC Section 14-3.5(A)(1)(d), 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.

18. 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.
19. Pursuant to SFCC Section14-3.5(C)(1)(a)(ii), the Commission finds that the rezoning is justified because the proposed density is consistent with surrounding residential neighborhood, additional housing would be more advantageous to the city than additional institutional land uses, and the rezoning is consistent with the Southwest Area Master Plan (SWAMP).
20. Pursuant to SFCC Section 14-3.5(C)(1)(b), the Commission finds that all the rezoning requirements of Chapter 14 have been met.
21. Pursuant to SFCC Section 14-3.5(C)(1)(c), the Commission finds that the proposed rezoning is consistent with the applicable policies of the general plan and the SWAMP. R-5 zoning is consistent with the recommended future land use map designation of Residential Low Density (3-7 dwelling units per acre).
22. Pursuant to SFCC Section 14-3.5(C)(1)(d), the Commission finds that the property is of sufficient size for rezoning, is located in an area that was annexed to provide for future growth, and that rezoning the property to accommodate residential infill is consistent with city policies regarding the provision of urban land sufficient to meet the growth needs of the city.
23. Pursuant to SFCC Section 14-3.5(C)(1)(e), the Commission finds that the existing and proposed infrastructure will be able to accommodate the impacts of the proposed development. Furthermore, the Applicant is making improvements to the westbound left-turn bay to improve left turn safety onto Geo Lane.
24. Pursuant to SFCC Section 14-3.5(C)(2)(a), the Commission finds that the proposed change in density will not result in a change in character inconsistent with the prevailing use and character of the area, and that the R-5 zoning is consistent with the surrounding density.
25. Pursuant to SFCC Section 14-3.5(C)(2)(b), the Commission finds that the proposed rezoning is permissible because it would not affect an area of less than two acres.
26. Pursuant to SFCC Section 14-3.5(C)(2)(c), the Commission finds that the proposed rezoning will not benefit one or a few landowners at the expense of the surrounding landowners or general public.
27. Pursuant to SFCC Section 14-3.5(D), the Commission finds that the proposed additional density can be accommodated by the existing and proposed road infrastructure.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Commission CONCLUDES as follows:

General

1. Pursuant to SFCC Section 14-3.1, all procedures regarding the pre-application conference, ENN meeting, and notice of public hearing requirements have been followed.

Rezoning

2. The Applicant has the right under the SFCC to propose the rezoning of the Property.

3. The Commission has the power and authority at law and under the Code to review the proposed rezoning of the Property and to make recommendations regarding the proposed rezoning to the Governing Body.
4. The Commission should recommend approval of proposed rezoning because all applicable code requirements and criteria for recommendation of approval of the proposed rezoning have been met.
5. The Applicant cannot obtain approval of a final subdivision plat or develop the Property at the proposed density unless and until the Governing Body has approved both the request to amend the General Plan by changing the future land use designation and the request for rezoning.

WHEREFORE, IT IS ORDERED ON THE 4th DAY OF JUNE 2020 BY THE PLANNING COMMISSION OF THE CITY OF SANTA FE:

That the Commission recommends that the Governing Body approve the Applicant's request for a rezoning.

John B. Hiatt
Chairperson

6/5/20
Date

FILED:

Yolanda Y. Vigil
City Clerk

6/8/20
Date

APPROVED AS TO FORM:

Sally A. Paez
Assistant City Attorney

June 4, 2020
Date

SUMMARY INDEX
PLANNING COMMISSION MINUTES
JUNE 4, 2020

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MINUTES OF THE CITY OF SANTA FE PLANNING COMMISSION
Thursday, June 4, 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 John B. (Jack) Hiatt, Chair
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
(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

Commissioner Faulkner asked for a moment of silence to recognize the life of George Floyd and acknowledge what is happening in the world. She asked that they reflect on the words in the Pledge of Allegiance and for people of the country and the Leadership to challenge each other and rise to the occasion, offer shelter to each other and a call to action when social injustice is present.

C. APPROVAL OF AGENDA

MOTION: Commissioner Hogan moved, seconded by Commissioner Faulkner, to approve the agenda, as presented.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Faulkner, Garcia, Gutierrez, Hogan, Lawrence and Sategna voting in favor and none voting against.

D. APPROVAL OF MINUTES AND FINDINGS/CONCLUSIONS

MINUTES: May 7, 2020

MOTION: Commissioner Faulkner moved, seconded by Commissioner Hogan to approve the Minutes of May 7, 2020 as presented.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Faulkner, Garcia, Gutierrez, Hogan, Lawrence and Sategna voting in favor and none voting against.

FINDINGS/CONCLUSIONS: None

E. OLD BUSINESS:

1. **Case # 2019-20. 4000 and 4100 Geo Lane Rezoning.** John Reeder, Agent, for GEO Park, LLC, Owner, requests a rezoning from R-1 (Residential- one dwelling unit per acre) to R-5 (Residential- five dwelling units per acre). The properties are located at 4000 and 4100 Geo Lane and total approximately 8.59 acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov , 955-6136). (POSTPONED FROM FEBRUARY 6, 2020)

2. **Case # 2019-1520. 4000 and 4100 Geo Lane Preliminary Subdivision.** John Reeder, Agent, for GEO Park, LLC, Owner, requests approval of a Preliminary Subdivision Plat for 42 single-family residential lots at 4000 and 4100 Geo Lane. The properties are zoned R-1 (Residential- one dwelling unit per acre) and total approximately +/-8.59 acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136). (POSTPONED FROM FEBRUARY 6, 2020)

Chair Hiatt said his intention is to focus only on the three traffic issues left over from the previous meeting that includes two traffic studies. The public comment will be limited to those three issues.

Staff Report

Mr. Lee Logston shared his screen and highlighted a few things from his staff report on the rezoning case and preliminary subdivision plat. The General Plan amendment originally received a positive recommendation by the Commission in June 2019. The applicant was asked to work on the rezoning request and the case was heard again in February 2020. The applicant revised the request for zoning to R-5, reduced the number of lots by 6 for a total of 42 and added a preliminary subdivision component.

The traffic issues were discussed considerably in February and the applicant was asked to do three things: collect more accident data to determine the dangerous intersections that would be impacted by traffic; follow up with the City Traffic Engineer John Romero on whether there could be more queuing for left turns onto Geo Lane; and validate the accuracy of the ITE trip generation rates.

Things that were changed in the application are that the applicant withdrew his park dedication and KSK Temple did not want the open space Mr. Reeder offered to dedicate. Instead KSK asked for a wall and a buffer of land and setback. The applicant accommodated that.

Staff recommends the Planning Commission recommend approval of both the rezoning and the preliminary subdivision plat, subject to rezoning. Four motions would be required.

Applicant's Presentation

John D. Reeder, 824 Gonzales Road, was sworn. He stated they revised the plan to try to accommodate various requests. They lowered density and accommodated the neighbors. As mentioned, they withdrew their offer to dedicate the park. Most of the discussion at the last meeting indicated it was not well received. The neighbors did not want a low maintenance park and the City Parks staff were not receptive to additional maintenance for a grass-type park. Instead all of the lots were made bigger and better.

In addition, the KSK Buddhist Center did not want open space. They were more concerned about privacy and the applicant has offered to build a wall. That is now shown on the proposed plat and there will be a 10-foot-wide strip where the property adjoins. In addition, there is a Code required setback of 10-15 feet.

Mr. Logston confirmed that the requirement is 15 feet.

Mr. Reeder added that will be a total of 25 feet from KSK's building and KSK is an agreement.

Chair Hiatt confirmed that Mr. Romero would be present to answer questions. He also thought helpful if Mr. Reeder had his traffic engineer available.

Mr. Reeder indicated he was prepared to respond to traffic inquiries. He said in February he was asked by Chairman Hiatt if two months was enough time. It has been four months and that wasn't quite enough, and the engineer did not get all the data to Mr. Romero until after the deadline. Mr. Romero now has the complete information.

The Commission packet references 23 crashes in one year which was not correct. The 23 crashes occurred at the intersection of Paseo del Sol and Airport Road over a *three-year* period. He apologized for the tardiness of the data. He said the reference has been corrected. The engineer's report indicates the left turn lane is not a problem and can be extended by 25 feet. That adds an additional car length to the queue making it a total of four cars. Although it shortens the complementary lane by one car length, it made sense to extend the queuing lane (westbound of Airport) onto Geo. The crash reports were very extensive with a number of crashes out of the 40+ that were not applicable. The intersection of Airport and Paseo del Sol had a total of 23 crashes; Geo Lane and Airport Road had seven, most were minor. Most crashes were due to driver inattention or following too close, four crashes due to not yielding, three single vehicle accidents, and one alcohol/drug involved accident. Three of the seven at Geo Lane and Airport Road were alcohol/drug related, two were following too close/driver inattention, and one was a pedestrian and failure to yield.

Chair Hiatt explained the process for the public hearing and that speakers would have three minutes to give their testimony. Comments were limited to the three issues and could include the changes to the park and KSK. Ms. Paez kept the time.

Public Hearing

Kim Shanahan, 51 Herrada Road, was sworn. He said John Reeder is a local developer who has bent over backwards and had expected a pat on the back when he brought the project to the Commission over a year ago. He was bringing home ownership with five lots per acre with twenty percent that was affordable. Mr. Shanahan reminded the Commission regarding the traffic issue, the Commission had also approved one of, if not the highest, density multi-family apartment projects in the City. It is about R-40 per acre and has 15% in affordable in rentals.

Mr. Shanahan said there was shock by everyone at the last Commission meeting when the Commission asked Mr. Reeder to spend more money on a traffic study that had essentially already had been completed. There have been no real changes other than adding one more car length on the left turn lane. It begs the question; can they just move this forward to the City Council. A vote is necessary tonight and if it is down, he thought Mr. Reeder should just take his chances with City Council. Mr. Shanahan said he hopes

the Commission will support a local developer trying to do what is best for his properties on the south side.

Debra Snyderman, 3810 KSK Lane, was sworn. She was in opposition to GEO Lane Park based on density of population and a concentration of poverty. Mayor Weber told her last summer that poverty around Airport Road is concentrated in trailer parks. The affordable housing development/trailer park on Buffalo Grass and Airport Road established 2 years ago, is a small-scale example of what Mr. Reeder is trying to create. She asked the Commission to come and see what has happened in that development. The community of five lots now has eight trailers on it. The two trailers behind her property are uninhabited and in a state of disrepair. The residents couldn't afford to connect to utilities. Geo Lane Park is a large-scale plan for another impoverished, densely populated neighborhood, within a larger community consisting of trailer parks, but many more modest, but well-kept homes.

She said Mr. Reeder had stated at the last meeting this would cost about $300,000 to establish the project. A modest, well-kept home can be purchased in Tierra Contenta for $300,000 that is in a well-designed neighborhood, has decent walking trails and the beautiful Southside Library. It has street options to get to and from your home without having to make U-turns. In this time of the Covid crisis and with no clear end in sight, and no school since mid-March or plan for them to reopen in the fall, why would Santa Fe approve another densely populated impoverished neighborhood. Everyone sees the latest development at Buffalo Grass and Airport Road that each lot has two manufactured/trailer homes on it and knows there is no way to stop that. Many health professionals believe there will be a second wave of Covid 19 in the fall. Crowded homes in crowded neighborhoods are a recipe for disaster for the virus. That may or may not concern the Commission, but she thought it would concern Governor Lujan-Grisham. Secondly she objects to the dangerous traffic and has concerns that adding 42 lots in the Geo Lane Park has the potential for 84-86 manufactured homes. She reminded the Commission that the property can only be entered/exited, one or the other, by a U-turn on Airport Road.

Patricia Padilla, 6274 Airport Road, Shalom Mobile Home Park was sworn. She said she owns the mobile home park. Her big concern is the traffic is unreal on Airport Road and the crime is usually from West Meadows. She heard the back area was going to be a church but was turned down. She thought the project is not right for the people that live in the area already and Mr. Reeder should take everything into consideration. There will be a lot more accidents on Airport Road and more crime in the southwest area. She hoped they would look hard at how people would be living, if this project is constructed.

Mr. Berke indicated Joshua Haggard wanted to speak and Ms. Snyderman had requested to speak again.

Joshua Haggard, Buffalo Grass Road, was sworn. He stood behind Ms. Snyderman's comments, which are also his concerns. He was glad that someone had asked the questions he wanted to ask.

Chair Hiatt said he was not inclined to open the discussion again to Ms. Snyderman. He asked if any of the Commissioners objected. There were no objections.

There were no other speakers and public comment was closed.

Commission Discussion

Chair Hiatt started with the left turn lane. He asked Commissioner Gutierrez, whom he thought seemed most concerned about the issue, if he was satisfied with the left turn lane now.

Commissioner Gutierrez replied it appeared staff, Mr. John Romero, and Mr. Reeder were in agreement to extend the left turn lane 25 feet and add one more car to the queue. He addressed Mr. Reeder about the approval obtained to reconfigure the curbing to the left-turn by 25 feet. He asked what *"The queuing analysis in this TIA indicated that it would contain the 95th percentile at this intersection"* means.

Mr. Reeder explained that meant that 95% of the time the queue of four cars would be adequate and a fifth car would not spill into traffic. That could happen during the heaviest traffic peak hours but that is a very good rating.

Chair Hiatt asked if Commissioner Gutierrez was satisfied with an extension of one car length.

Mr. Gutierrez said yes, it was an improvement.

Chair Hiatt read from the second report on page 2, *"The historic crash rate is an indicator of issues possibly related to existing design and existing conditions, not by any means a measure of the impact of this development on the adjacent transportation system. This higher observed crash rate indicates that there may be intersection design issues and/or regional driver characteristic issues that may need to be considered."*

Chair Hiatt said taking that, in addition to Mr. Reeder's testimony was that he took each of the crashes and divided them up. The number, 23, struck him at the beginning but reading this more and hearing from Mr. Reeder he was less concerned about that.

He added it also talked about the Highway Safety Manual and whether that should even be used as an analysis tool. He wanted to disregard that personally but it would be up to the Commission if they want to do that. He found it interesting reading through the report again, that the additional traffic from this development indicates Geo Lane

possibilities for additional accidents could be in the vicinity of .4 or .6 per year. He thought that sounded minimal.

Commissioner Garcia said the Commission focus has mostly been the three issues: intersection, traffic study and trip generation. The density in the area is R-12, toward the southwest and R-6 and then the community to the east is R-12. He thought with all the amenities for the property the density is high. He confirmed the Commission would vote to recommend to the Governing Body zoning go from R-1 to R-5.

He asked if possible even if the dwelling units were part of the HOA and there were covenants, for people to double up on the properties basically making it R10. He asked if anyone else was concerned this is 42 lots on the property that could potentially be doubled.

Mr. Logston asked to address the idea that R5 is crowded; it is a common zone in the City. Many of the neighborhoods, Casa Solana, Casa Allegre, Pueblo Allegre are R5 and Las Acequias is R7. He thought it incorrect to characterize R5 as crowded. If perhaps compared to R1, but how many R1s are there in the City. He pointed out in his staff report both in the last meeting and this one, he made it clear that Mr. Reeder agreed to put in the covenants that there could only be one home on each lot. There can be no casitas, or accessory dwelling units and that is well established.

He said the chatter on the Q&A is that there will be twice as many homes. That is not true in this case and Mr. Reeder committed to this. Another comment was that they were splitting hairs about the difference between a trailer and a manufactured home. The Federal Government regulates manufactured homes and Mr. Reeder is not allowed to prohibit them. For some people that is their only opportunity to own a home and as Mr. Shanahan noted, Mr. Reeder is providing an opportunity for people to buy lots. They assume everything will be a manufactured home. They don't know that. Mr. Reeder has been in touch with the Housing Trust and other entities to find other options, so the notion that there will be two manufactured homes on each lot is false.

Mr. Burke said returning to the original question, R5 is not that dense. Short of putting a covenant to regulate guest houses or doubling the density, Land Use looks at that differently. A guest house is different than a primary dwelling unit. The primary dwelling unit counts toward the density, guest houses don't. The developer offered to include that covenant and it is legally enforceable and part of the HOA. If guest houses started happening, the City cannot impose that covenant, however, property owners in an HOA can enforce private covenants.

He said there was chatter in the Q&A and Helen Chavez feels she wanted to speak but missed the window before. That would be up to the Chair and Commissioners if they want to open public comment back up.

Mr. Reeder commented on the guest house and referred Commissioners to page 98 in the packet of draft covenants. They state specifically that accessory dwelling units or guest houses will not be allowed on any of the lots. That language will be included on the plat and when the final plat is recorded, the covenants will be there for everyone to see. Any application for a permit will show that accessory dwelling units are prohibited. Mr. Reeder said everything possible was done to ensure that remains the case. They promised they would do that, and they have addressed it in this manner.

Chair Hiatt asked Mr. Berke about a question on the Q & A.

Mr. Berke explained Deborah Snyderman was saying she had a resident at her house who did not have access to speak, Helen Chavez.

Ms. Paez clarified further that Ms. Snyderman had a couple of people at her house who did not have access to the virtual meeting but would like to speak.

Chair Hiatt asked if the Commissioners objected hearing from the two. There were no objections.

Chair Hiatt opened the public hearing limiting it to the two requests.

Helen Ann Chavez, 214 Calle Lima, was sworn. She stated there was a horrific single car accident on May 26th where people died. Also, the school is out and the kids from West Meadows are using Geo Lane to ride their bicycles up and down, and after 2 a.m. cars are drag racing on Geo Lane.

She said she would like to ask Mr. Reeder some questions. She was told by Chair Hiatt to address the questions to him and he would ask Mr. Reeder.

Ms. Chavez said Geo Lane is pitch dark from one end to the other and has no lights. With the Covid, this is congesting more people together; children together, and the Governor wants them to distance and wear masks. And when construction starts Geo Lane and Buffalo Grass will have large trucks and tractors. She said she couldn't understand from Mr. Reeder; he started with homes and the second letter was a package deal. Now she guessed it is mobile home lots. She added she is really worried about Covid because they will get a second wave. She knows because she is in the medical field. She said we do not need another mobile home park, they have too many back to back. West Meadows is huge, and it is not fair that West Meadows gets all the impact.

Daryl McCown, 6077 Quatro Vientos Road, was sworn. He indicated his biggest concern is the traffic, which is very complicated. When he leaves in the morning for work he has to go west when he needs to go east. There are accidents even at 6 a.m. at Paseo del Sol even when school is not in session. When turning into the turn lane four cars will fit, but the last car sticks out into the middle lane of Airport Road. He is concerned

about the lack of lighting and the kids playing on Airport Road. Bringing in all of those mobile homes will impact the traffic flow by at least two people per residence. That could be 80 or 90 more cars per day. He is concerned about the development and the affordability. The lots are too expensive to be called affordable. And he never makes a U-turn there, he has tried, and it is not safe, and he never goes west to make a U-turn. There are just too many accidents.

Chair Hiatt closed the public hearing at this time.

Commissioner Faulkner said the Commission has discussed and leans heavily on the effectiveness of HOAs to prevent concerns becoming realities. The covenants are only as good as the HOA and that the HOA will somehow protect this from becoming R10 is not comforting. More probable is that the HOA could decide at some point it is okay to have auxiliary dwellings. She understands that is the only recourse for the developer to address people's concerns, but the developer has no control over what the HOA's do once the developer is done.

Secondly, Mr. Shanahan mentioned the Commission had approved a dense apartment complex on South Meadows. Had she been allowed to vote on that, she would have been consistent. She is consistent that density on Airport Road has to be slowed, not continued or increased. A primary concern is that there are not enough amenities for the existing population, including access to healthy food. In addition, the City, State, County and Federal Government are all facing budgetary issues. They don't have enough resources now and will be facing a decrease in resources. She said they should pump the brakes. She assured them she would have voted against the apartment complex, just like she votes against more density on Airport Road.

Vice Chair Hogan said there is another option besides covenants, there is a deed restriction and the owner of the property can do that. A deed restriction runs with the property and does not have to rely on a covenant.

He addressed Mr. Logston and said an expectation is that housing on the opposite side of Jaramillo Lane is indicative of what people would see with this project. He was curious if the mobile homes, etc. on Jaramillo was an approved development. He asked for staff to clarify what they see to the south.

Mr. Logston said he understood the property to the south is non-conforming as to density and has been for a long time. He said he would be clear that the Commissioners and residents are what will prevent this from being another Buffalo Grass Circle. The covenant also states that homes can be no older than five years from the date the lot is purchased. An old manufactured home would not be permitted.

Mr. Berke explained the area was annexed from the County and some development to the south may have been approved by the County Planning Board. The

City and County agreed in the annexation agreement to take any existing developments, including existing nonconforming developments. Today it would have to meet City Code and manufactured homes would have to be 1976 or newer, and mobile homes would not be allowed without a special use permit.

Commissioner Hogan asked to confirm that there would be no reason someone should expect that what they see on Jaramillo Circle will be in the Geo Park development.

Mr. Logston said he understood that fear, but that simply cannot happen. He pointed out that West Meadows is R5 and R6 and saying Geo Lane will be too crowded; is next door too crowded.

Mr. Berke noted when the City annexed the County land they awarded density to areas as it was built the best they could. A lot of zoning was the County's and if built at R12, that was the density awarded. The applicant is not requesting R12 zoning, and they could not build R12 density.

Commissioner Hogan asked John Romero to weigh in on Airport Road as well as the intersection at Geo Lane.

Traffic Engineer John Romero said he met yesterday with the project traffic engineer and discussed the traffic study provided. The crash reports show seven crashes according to the study and only four in that period pertained to that intersection. Two crashes were rear ends caused by a queuing traffic from the Cielo signal. One was a DWI in the vicinity of the area that did not involve the intersection.

He discussed with the traffic engineer that he wanted to compare the predictive crashes at that intersection based on national empirical data provided by the Highway Safety Manual, with the actual crashes. The study showed predictive crashes at the intersection should be 2.3 crashes a year. There were four crashes there over a three-year period, or 1.3 per year. Geo Lane has a lower crash rate.

Mr. Romero said although they didn't ask about Paseo del Sol, it is related. There is a large perception that U-turns as they relate to adding crashes, are a problem at Airport Road. The studies done have not shown that to be true. He has provided the Commission with crash analysis before and after controlled access for Airport Road. The analysis shows a significant increase in safety and a significant reduction in crashes. The analysis shows the majority of crashes at Paseo del Sol were rear end crashes.

He asked the traffic engineer to compare the predictive crashes versus actual for both intersections. The rear end crashes are typically less severe, and he saw no indication of a crash problem at these two intersections caused by U-turns. The rear end crashes are mostly people in a hurry. They completed a timing plan analysis for all of Airport Road corridor and are currently entering the data into their controlled signals.

They hope to have that running in the next couple of weeks. The model shows it will have a positive impact on traffic flow. He thought it will reduce rear end crashes.

Mr. Romero said regarding the 95% queue. Mr. Reeder did a good job defining it and it is the industry standard of how they estimate it. It is the calculation method and not that 5% of the planned traffic will queue past the turn lane. The existing lane can maintain the existing 95% queue. They are adding one more car to the queue and that intersection should not have any issues of cars queuing into Airport Road. He substantiated that in his discussion with the traffic engineer.

When they do counts at the intersection they use camera style equipment and he watched the videos used to do the counts. Never at any point was the intersection close to queuing up into Airport Road. One main reason is because a signal downstream meters the traffic and provides sufficient gaps to make left turns.

Commissioner Hogan said in regard to the additional traffic generated by the project the added queue lane seemed to be an appropriate response. He thought it also would benefit others using Geo Lane, not just people coming out of the development.

Mr. Romero agreed. In addition to giving more room in the event there is a large influx of traffic, it also provides an additional area for people to get off the road. They don't have to slow down completely in the through lane so it will definitely have a positive effect.

Commissioner Hogan added and could reduce some of the rear end crashes.

He noted that the housing opportunity is also a significant issue in this case. They need housing and housing that is affordable. He thought this project filled an important void.

Commissioner Hogan asked staff to comment on the niche the project is filling.

Alexandra Ladd, with City Housing said this project could be classified as naturally occurring, affordable housing, meaning it is a response to a market demand. It is creating product to meet the demand at moderately priced housing. They continually try to find ways to make that more possible. Given the high cost of land, labor and materials and an arduous land use approval process, expense for water, etc., the developers have no incentive not to maximize the value with the building. They take a lot of risks and want to be sure they get something out of it. She said seeing a project that is not maximizing value but is trying to respond to a specific need in market, is always good.

Commissioner Clow said she has stated before the need for affordable housing. Twenty percent of this project is affordable housing and the whole project is more affordable than a lot of other housing in the City. They meet the criteria in terms of zoning and traffic safety. And the developer has painfully addressed issues raised by neighbors

and the concerns of the Planning Commission. There have been a lot of concessions and all of the criteria has been met. She thought it would be difficult to vote against the project based on the need of the City and that the criteria have been met. The applicant has agreed ancillary buildings/guesthouses would not be allowed, which is significant and that it could be put on the plat. As Vice Chair Hogan mentioned, it could also be a deed restriction. Commissioner Clow said she is in favor of the project and thought it should move forward.

Commissioner Faulkner said she would reflect on the decisions made by the Commission in other districts related to housing. In one case a family wanted to divide a one-acre lot into 4 and it was considered too much, and that district had nowhere near the same density as this district. Density along Airport Road is a lot and it is a food desert. And now the park that was proposed has been taken from the community. She was not thrilled that the neighbors of the proposed development requested removing the park from the development. Especially a development with children in it and that is targeting families. She said everyone thinks it is fine to build, build, build but they need to think holistically, not reactionary.

Commissioner Faulkner said she is most bothered that when the Commission is looking at cases they take them out of the context of the area that the development will happen. They just added a 250-apartment complex 1/4 of a mile away and the Commission green lighted multiple developments along Airport Road. But they have never received an answer on the amount of traffic that will be generated by a total of all the proposed projects. And the total amount of draw all of those will have on resources at the end of their build-out.

She said she would not be comfortable with a development on Airport Road until she gets that answer from staff. There are not enough resources to manage the population they have and in the next 2-5 years they will be facing a resource shortage. This community is a lot of affordable and a lot of middle class and will be one of the primary communities to draw on resources. She said to rubberstamp anything that comes across their decision-making process because it met conditions; the conditions are wrong. The Commission has already allowed certain parts of the City to become overpopulated given the amenities available. That there is already this kind of zoning, and a higher zoning around the proposed development, is a detriment to the developer. She didn't see this as a positive. It is one more reason not to support it, it is already too dense.

Commissioner Gutierrez asked Mr. Reeder if he would be willing to put a deed restriction on the plat regarding accessory dwelling units not being allowed.

Mr. Reeder said he was not familiar with the legal details, but his intent is not to allow accessory dwelling units and if the deed restriction helps, he is definitely willing. he will include it as a covenant in architectural standards on the plat so anyone pulling a permit will see it there. He offered to do anything else needed because that is his intent.

Commissioner Gutierrez asked if his intention was to place homes, or if he would sell lots, or do a combination.

Mr. Reeder said it would be a combination of both. "Trailer park" continues to come up but they are not proposing a trailer park. They are proposing detached, single family homes, some of which may be manufactured but will be anchored to a permanent masonry foundation and finished to match the unit's finish. Skirting will not be allowed and that is also in the covenant. The intent is to create a nice subdivision and more upscale than what is surrounding now. They want to provide opportunity for home ownership with pride of homeownership in an area people want to live in and can be proud to live in.

Commissioner Gutierrez asked Ms. Paez if a deed restriction is placed, would that give the City more legal authority to avoid a second home being put on the lot.

Ms. Paez said a deed restriction is on equal footing with private covenants, but it cannot be amended the same. The City cannot enforce deed restrictions because they are a private restriction, the restriction would have to be enforced by the neighbors.

She thought a cross reference could be added to the covenants on the plat and that would alert the City to the restriction. But there is a legal right under the Zoning Code to have an accessory dwelling unit. The City has discretion to honor private agreements when issuing permits, but they usually don't. The more evidence of a valid restriction like that, the more likely employees will take it to heart and not issue a permit. But, typically, they do leave those to other private parties to enforce.

Mr. Berke added that an applicant applying for a building permit has to sign at the bottom they are complying with all City regulations, and provided all information needed to obtain a permit. The property owner could appeal the permit if a deed restriction or covenant on the property isn't followed. The City could possibly deny a permit if a deed restriction prohibits a second unit on the property.

Commissioner Gutierrez asked Ms. Ladd how it works for Mr. Reeder to sell lots or homes.

Ms. Ladd explained the inclusionary zoning program has a lot price and 20% has to be sold in an affordable price range. They are the same three price ranges and the lot is estimated to be sold at about one third the price of the finished house.

Commissioner Gutierrez asked if there is a method to determine what the 20% would be if 21 of the lots are a complete buildout and 21 lots are without.

Ms. Ladd said the obligation transfers with the title and the agreement is recorded. When the new owner takes over the property they are bound to the same conditions as the original owner unless all of the conditions have been frontloaded and satisfied.

Commissioner Gutierrez indicated the packets include improvements and sidewalks up to Airport Road. He asked if Mr. Reeder was willing to do that on both Geo Lane and Buffalo Grass.

Mr. Reeder said that had been promised since the beginning and they are still willing to do that.

Commissioner Gutierrez wanted to discuss the zoning change they were tasked with because it mentioned repeatedly in the packet that this is to recommend a low density residential. He asked Mr. Logston what low density residential means.

Mr. Logston explained it encompasses a range from three to seven units an acre.

Commissioner Gutierrez asked when this changed from institutional to low density residential if there was a commitment to what zone the residential should be.

Mr. Logston said he has the minutes available, but to his recollection the Commission did not suggest a specific number range. The original R6 was too dense.

Commissioner Garcia yielded but said he will have more questions later.

Chair Hiatt asked Mr. Berke if there are other Q&As.

Mr. Berke said there are but are not really questions. They are comments.

Chair Hiatt said he wasn't sure whether to dismiss those. He asked Mr. Burke about who presented them.

Mr. Berke said all are people who had already spoken that were trying to provide additional comment. He added they do not erase the comments.

Chair Hiatt asked if the Commission objected to just including the comments into the record as additional comments received beyond the time period.

Commissioner Faulkner said for philosophical purposes, this could be an opportunity to hear them, with the new technology. On the other hand, if they were in Chambers that would not be allowed.

Commissioner Gutierrez said he didn't object but wanted to know if he could get answers to the questions without a problem.

Chair Hiatt replied if it was to that level and his curiosity was piqued and the questions were left in the record. Commissioner Gutierrez could have a staff member or Mr. Reeder answer.

Commissioner Garcia said he did not object to the Chair's ruling.

Chair Hiatt said he would let his ruling stand. The Commission will not hear the comments. The public had three minutes to comment and this is the way the Commission conducts the meeting when in person and appears to be the process they should operate under now.

Ms. Paez agreed the Commission should appear as close to possible to the normal public hearing process. She indicated the Q&A function is most helpful to overcome procedural hurdles for technical difficulties, etc.

Chair Hiatt returned to questions and answers from the Commissioners.

Commissioner Gutierrez confirmed after the motion there would be discussion.

MOTION: In Case # 2019-20. 4000 and 4100 Geo Lane Rezoning, Commissioner Garcia moved, seconded by Commissioner Faulkner to recommend approval to the Governing Body for R3 rezoning and that accessory dwelling units be prohibited.

Commissioner Garcia said he appreciated Mr. Reeder and his colleagues and the work they have done. He explained he had asked for R3 zoning because of the density of this project in addition to Country Club Gardens across the street, South Meadows and the two communities in the front and back.

Chair Hiatt asked Mr. Reeder if this project would be financially viable if R3 density was approved by the Commission and City Council.

Mr. Reeder replied it would not be at that density. The houses or lots would be priced out of the market for the area and R3 would not work.

Ms. Paez said staff's recommendation is to recommend R5 zoning with no accessory dwellings.

Chair Hiatt said he understood that was staff's recommendation.

Commissioner Garcia said the Commission had discussed and concluded people could buy a lot and petition the City to add a dwelling. He thought

that would be very possible to do and once the HOA and the covenants go away, people would do that. He called the question.

Chair Hiatt said he wanted to comment. He said the Commission is betting on the future, both in terms of how many people are going to live on Airport Road and increase traffic and any other issues there may be. They shouldn't be betting on whether an HOA can make it or not. Every HOA is dependent on the people in it who participate and whether it is aggressive or not.

Chair Hiatt said he also thought to petition the City was not the way it works. Someone may try to get a permit, but every staff member said they are not likely to receive one. The restriction will be noted on the plat and Mr. Berke had commented that they are affirming on the documentation that they are bringing in all relevant information.

He agreed the Commission should vote.

Commissioner Faulkner argued that evidence shows that HOAs don't hold and they could also decide to do something outside the original covenant. She indicated that has happened all over the south side.

She said she heard from Ms. Paez that staff doesn't by process prohibit permits based on covenants. This is very predictable and there is evidence to show this is a likely outcome; at least 60% likely. She thought it wouldn't be hard to convince anyone to put multiple dwellings on their property if big enough and it helped pay their mortgage.

Commissioner Faulkner said her neighborhood has covenants that say you cannot do that, however many of them are currently considering it. She said as they get close to retirement age it would fast-track their mortgages by renting their detached garages. From her experience that happens, there is evidence it can happen, and it is likely it will happen. Especially when resources are limited, and populations have limited access to resources. They will find a way to make it work for their family. That is one of her concerns.

Ms. Paez noted that in addition to an HOA, individual neighbors have a right to enforce the private deed restrictions and would be an advantage to only having it in a covenant. The City and the Planning Commission have discretion to consider private covenants etc. into agreement when making decisions when approving something the City is not obligated to approve. The City will put itself in the position of being challenged by the owner if they

enforce a private restriction that isn't valid. If they have a lot of evidence that it is a valid restriction for a lot, they are more likely to abide by that.

Commissioner Gutierrez said after listening to Ms. Paez it strengthened his belief that there does need to be a deed restriction in addition to the HOA. He asked Mr. Reeder the breakdown of reasons why R3 wasn't viable.

Mr. Reeder said originally they set out to do not just the affordable units required with the goal to make every unit relatively affordable. That is why initially they requested R6 zoning. They reduced the request to R5 because it will still work although, barely. The less dense they get the less realistic the project becomes, and units have to be priced much higher. Anything under R5 would be out of the affordable category. There is R12 to the north and south and R6 to the west, and the prospect of luring home buyers to pay higher prices for that area is just not realistic.

Commissioner Gutierrez addressed Ms. Ladd and said they talked about density bonuses. He asked if this project qualifies with R3 - R7 zoning.

Mr. Reeder said they would qualify but the applicant waived that request and has not asked to receive it.

Ms. Ladd said the project is entitled to incentives because it has complied with the program. But the density bonus incentive needs to be optional; it is not always given. It can only be provided if all other Land Use Code restrictions can be met.

Commissioner Gutierrez asked at the R3-R7 zonings, what bonus the applicant would receive.

Ms. Ladd said 15% would be added to the base zoning to get the allowable zoning.

Director Isaacson asked to follow up on the questions raised on the accessory dwelling/guest houses. His experience as the former building permits manager might be helpful. New tools are at their disposal with the InterGov Permitting system in place. They can identify properties and put alerts/notifications etc. on certain properties alerting staff to covenants or deed restrictions in place.

They can safeguard issuing a permit in error for an additional guest house in this area. The system allows them to no longer have to rely on staff's memory or doing a paper chase through agreements and deed restrictions. Parcels with restrictions can be identified so that anyone reviewing the

permit application knows exactly what restrictions are placed. If the Commission wanted and the applicant agreed, they could ensure the guest houses would not be allowed.

Commissioner Faulkner asked Mr. Reeder the price point difference between an R3 and R5 per lot.

Mr. Reeder replied it is 30-35% difference. A $300,000 house becomes a $400,000 house, or more.

Chair Hiatt proceeded to the vote reminding the Commissioners a vote in the affirmative is to recommend to Council the R3 rezoning.

VOTE: The motion failed by majority roll call vote with Commissioners Clow, Hogan, Lawrence, Sategna and Gutierrez voting against and Commissioners Faulkner and Garcia voting in favor.

Commissioner Gutierrez noted they didn't discuss if conditions such as deed restrictions were needed and how the applicant would handle the sidewalk from the end of the development to Airport Road. He asked if that should be done before the vote.

Chair Hiatt explained this is simply a vote on rezoning.

Commissioner Gutierrez voted no for that reason.

MOTION: Case #2019-20. 4000 and 4100 Geo Lane Rezoning, Commissioner Clow moved, seconded by Commissioner Hogan to recommend to the Governing Body to approve the rezoning request from R1 to R5.

Commissioner Faulkner asked if they could settle on R4.

Chairman Hiatt explained the vote is for R5 and she could try to amend to R4. He recommended they vote on R5 and take up R4 if it fails.

Commissioner Faulkner offered R4 zoning as a friendly amendment.

Commissioner Clow said she did not accept the amendment as friendly.

Ms. Paez suggested voting on the motion on the table that has a second.

Commissioner Sategna said he understood their emotions were high regarding the concerns on the level of density in the area and the amount of resources. However, he had serious concerns about trying to force an

applicant who has crunched the numbers to drop from R5, or to negotiate towards the end to make a recommendation to the Governing Body, without considering the viability of the profit for the applicant.

Secondly he expressed concern for trying to use tactics and enforce covenants on plats or imply deed restrictions, especially when emotions are running high. He was worried about setting a precedent of trying to modify or make a decision. He didn't believe that while some Commissioners might disagree with what is on the table for a vote, that was the best way. To make changes right at the end. When discussing the rezoning and honoring the original zoning is the time to discuss if they should change it to residential.

Commissioner Sategna said as this stands, this is zoned for residential and the request is just for an increase in residential to provide housing.

VOTE: The motion was approved by majority roll call vote with Commissioners Clow, Hogan, Gutierrez, Lawrence and Sategna voting in favor and Commissioners Faulkner and Garcia voting in against.

Commissioner Faulkner explained her vote had nothing to do with the applicant's development and was more a principal about the area and the challenges of the area. She thanked everyone for the debate because that is necessary for the Commission to do their job.

Commissioner Garcia said his vote was as Commissioner Faulkner stated, nothing against the applicant and the developer. The issue is just the area. He said he appreciated their hard work.

Commissioner Gutierrez said like Commissioners Garcia and Faulkner he doesn't represent District 3 and they have voted no. They probably know something more than the rest. He hoped by the time this goes to Council the issues will be resolved. He responded to Commissioner Sategna and said his emotions are neutral. He is just trying to do what is best.

MOTION: In Case # 2019-1520. 4000 and 4100 Geo Lane Preliminary Subdivision, Commissioner Clow moved, seconded by Commissioner Gutierrez to approve the preliminary subdivision subject to rezoning approval by the Governing Body with the conditions of approval and technical corrections as outlined in the report; and based on the agreement of the applicant that he will allow a deed restriction and for the project's covenants to contain restrictions that prohibit ancillary guest units. And, in addition, the applicant agrees as part of the covenant's provisions to the age, type and foundation requirements for manufactured homes.

Chair Hiatt asked if the motion could also include the agreements by the applicant for the sidewalks out to Airport Road.

Commissioner Clow agreed to the amendment and thought that was already part of the conditions of approval.

VOTE: The motion was approved by unanimous roll call vote with Commissioners Clow, Faulkner, Garcia, Gutierrez, Hogan, Lawrence and Sategna voting in favor and none voting against.

Commissioner Faulkner explained her vote. Since they couldn't find zoning that met the concerns of Commissioner Garcia and herself, adding these additions to the approval is a step in the direction to protect the community.

Commissioner Garcia said his vote was in favor as long as accessory dwelling units are not allowed and the property is developed in the proper manner and good for the community.

MOTION: In Case # 2019-20, 4000 and 4100 Geo Lane Findings of Fact and Conclusions of Law, Commissioner Clow moved, seconded by Commissioner Faulkner to approve the Findings of Fact and Conclusions of Law rezoning in Exhibit A2.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Faulkner, Hogan, Garcia, Gutierrez, Lawrence and Sategna voting in favor and none voting against.

MOTION: In Case # 2019-1520. 4000 and 4100 Geo Lane Finds of Fact and Conclusions of Law, Commissioner Clow moved, seconded by Commissioner Faulkner to approve the Findings of Fact and Conclusions of Law on the preliminary subdivision with the additions of the deed restrictions and the covenants that no ancillary guest units be allowed, and that the applicant agrees to those restrictions, and that the applicant agrees with the relationship to the age, type, and foundation of the manufactured homes and relationship to the sidewalk extension.

VOTE: The motion was approved by unanimous roll call vote with Commissioners Clow, Faulkner, Hogan, Garcia, Gutierrez, Lawrence and Sategna voting in favor and none voting against.

Chair Hiatt thanked the Commissioners, especially those from District 3. He understands their points of view and shares their concerns over density, traffic, the food desert and the variety of other issues they righteously raised. Part of the problem is the

Commission doesn't have the wherewithal by Statute or Ordinance or resources to try and change those things at the Planning Commission level. However, he does agree those are issues the City Council needs to address, and he hopes they do.

Secondly, he thought everyone was aware that the City is projecting a 100 million dollar loss in the budget due to the economic collapse after the pandemic. For that reason, he didn't feel the Commission could look at the City for much in the future. But, that shouldn't necessarily change how they approach cases. He thought they need to rely on the Ordinance until City Council considers these issues and tells them to stop approving and provides the Commission with more direction.

He said he appreciated the Commissioners who raised the issues. He said he also appreciated Mr. Reeder and he thanked him for his effort over this year and the effort which will come after this and for his perseverance with the Commission. He wished Mr. Reeder the best on the project.

Mr. Reeder thanked Chairman Hiatt and the Commission for their perseverance with him to get the project over the hump. They look forward to creating a project that everyone can be proud of.

Chair Hiatt replied the Commission looks forward to that as well.

F. NEW BUSINESS

1. **Case #2020-1936. Sangre Azul, Preliminary Subdivision Plat.** Oralynn Guerrerortiz of Design Enginuity, Agent, for Roddy & Sherry Leeder, Owner, request preliminary subdivision plat approval for 23 residential lots on approximately 4.04 acres of vacant land. The Agent is also requesting approval to build gravel roads meeting private lane standards pursuant to Subsection 14-9.2(C)(7). The property is zoned R-5 (Residential- five dwelling units per acre) and is located at 2670 and 2690 Kates Way. (Donna Wynant, AICP, Case Manager, djwynant@santafenm.gov, 955-6325)

Commissioner Clow recused herself due to a conflict of interest. Mr. Berke offered to email her when it was okay for her to return to the meeting.

Staff Report

Ms. Wynant said the agent is requesting a subdivision plat approval of 23 residential lots on 4.04 acres. The agent also request approval to build gravel roads, i.e., private lane standard roads, per code. The property is zoned R5, residential dwelling units of five per acre.

policy focus things coming up on the agenda. Also, they are looking at having at least two meetings a month through July and possibly through August.

Commissioner Gutierrez said if Covid has an effect and things start slowing down, and there is a slowdown in Land Use workload, the Director could report to them on policy status. Then the Commission could focus on a policymaking plan and making decisions. In the meantime, they will just go with what they have.

Commissioner Sategna asked staff what Commissioners could do to support them.

Director Isaacson answered that advocating for the Land Use Department is important. He never passes up an opportunity to tell people how their workload has not decreased since Covid. The construction industry has been working steadily and is an important part of their economy. And the work of the Planning Commission turns into work they do with building permits that eventually happen in the field with the contractors. This is part and parcel to an important part of Santa Fe and vitality to the community. The more that can be stressed, the better off they will be with budgets, staff, and hours, etc.

Commissioner Faulkner asked if they could submit a letter to City Council.

Director Isaacson said yes, everyone could talk to their respective Councilors and let them know the type of work being done at the meetings and that the pipeline is full. They are approving apartment buildings and subdivisions, and large-scale projects. Those bring a lot of revenue to the City via taxes or permit fees, etc. etc. Anything they could do to advocate for the work they do is good.

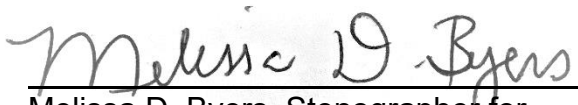
Chair Hiatt said he designated Commissioner Faulkner to draft that.

He said he would end on a positive note as the president of Tierra Contenta Board of Directors and the vice president of the Housing Trust. They were concerned whether people who got houses and mortgages through them were going to be able to sustain those. He said they were surprised to find that a significant number of people who received their mortgages through them are actually refinancing. The education they did to prepare homeowners before giving those mortgages paid off. These people did not have that kind of education when they started and were trained to look for opportunities. They realized that mortgage rates are at the lowest point since World War II and are refinancing and paying off their mortgages. He said he didn't expect that, and is really pleased.

I. ADJOURNMENT

There being no further business before the Planning Commission, Chair Hiatt adjourned the meeting at 10:06 p.m.

Submitted by:



Melissa D. Byers, Stenographer for
Byers Organizational Support Services

Approved by:

John B. Hiatt, Chair

From: Debra Snyderman <santafedebra@gmail.com>
Sent: Thursday, July 23, 2020 1:40 PM
To: Debra Snyderman
Cc: Mayors Office
Subject: Geo Park

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 Members of City Council:

This meeting is my last chance to try and impact the proposed development of Geo Park off of Airport Road between Buffalo Grass Road and Geo Lane. I live on KSK Lane which is off of Airport Road between these 2 streets. This is where the Tibetan Buddhist Temple is located. I have lived here since buying my little adobe house on a 1/3 of an acre in 1988. So much of my life has happened here. I love my home but no longer love this neighborhood. My biggest issue is noise.

My opposition to Geo Park is based on the following concerns:

1. Density of population / concentration of poverty

In discussions with Mayor Webber last summer 2019 regarding concerns for my neighborhood, he told me the poverty around Airport Road is concentrated in Trailer Parks. In 2018, a Trailer "Park" (but worse because people own the land) was "developed" on Airport and Buffalo Grass Road, part of it directly behind my house. (For 30 years there was nothing but an interesting little sculpture garden there.) The A and BG Roads community consists of 5 lots and it now has 8 trailers on it. You can count on a minimum of 2 vehicles per trailer. At one of the hearings on Geo Park, some of the city commissioners apologized for the "Mistake" that became the "development" at A and BG Roads. This is a small scale example of what I believe Mr. Reeder is going to create with 42 lots.

After 3 Zoning Commission hearings in the course of a year, Geo Park was approved with R5 zoning on June 4, 2020. The 2 southside commissioners strongly opposed the R5 zoning (they requested R3.) Mr. Reeder said that he will limit each lot to 1 "manufactured home" and that the city could deny permits for the additional structure. Tell me who will request a permit for the 2nd "manufactured home" on their land and who will do something about it when that 2nd structure appears? Mr. Reeder also talked about an HOA but we learned from some of the city commissioners that HOA's can fall apart at any time and it takes money to pay for an attorney to enforce any regulations. 42 lots have the potential to become 84 "manufactured homes." Unfortunately, the commissioners who do not live on the southside do not understand our reality but they have the power to make decisions that will have consequences that they do not feel responsible for. Their decision will significantly impact the remaining safety and quality of life here.

It was stated in the Santa Fe Reporter, July 17-23, 2019 in a story by Katherine Lewin titled "Free Meals for Kids":

" The Airport Road area of Santa Fe has one of the highest rates of people living in poverty and poor health and the highest number of children on free and reduced lunch in the entire country. According to the Community Health Needs Assessment, 22.9% of people in the Airport Road area earn less than the poverty level - that's over 4,000 people."

A year later and in the midst of the Covid 19 crisis, this zip code of 87507 is the fastest growing area of positive Covid 19 cases in the city of Santa Fe. At this time, with no clear end in sight, no school since mid-March, and no clear idea when schools can reopen, why on earth would the city of Santa Fe approve another densely populated impoverished community? (Online education is of little value in homes without parent support and parent support is shaped strongly by economic factors.)

2. Dangerous traffic concerns:

The area between Buffalo Grass Road and Geo Lane requires the making of U turns to either enter or exit homes. There is a median in the middle of Airport Road to control traffic that does not allow direct access depending whether you are heading east or west. You can only turn east when exiting Buffalo Grass Road, KSK Lane, and Geo Lane. The designated road for U turning when heading east is a turning lane across from the entrance to Country Club Gardens which is a high danger zone for serious traffic accidents. When heading west, Geo Lane has a turning lane but that lane can fit a maximum of 5 vehicles so additional vehicles will also have to U turn during heavy traffic times. The designated road for U turns when heading west is Paseo del Sol where vehicles making right turns on red lights have right of way.

The traffic study seemed to also ignore the fact that there are 5 public schools in close proximity to Geo Park, all on the southside of Airport Road. Those schools are Sweeney Elementary, Ortiz Middle School, Cesar Chavez Elementary, Capital High, and Nina Otero Community School. Granted there is no school in session since mid-March which greatly reduces this traffic issue. But maybe someday schools will reopen. At that time, there will be a large number of children, some with parents, walking along and crossing Airport Road as well as many high school students driving to school. Traffic during morning rush hour is frequently backed up by car accidents and emergency vehicles. Crossing Airport Road is dangerous and when you add right turns for cars at red lights, there is an additional level of danger. Drivers often quickly check for vehicles coming down Airport Road before turning right at red lights but sometimes neglect to notice children and adults attempting to cross the street from the opposite side of Airport Road, not always walking in the poorly marked crosswalks. I have seen and heard about many "close calls."

I urge you to please take these concerns seriously and respect the heartfelt requests on behalf of this area to preserve what is left of quality of life on the southside of Santa Fe. I realize this is not the usual response to developers, particularly on the southside. Perhaps this time, you might choose to do the right thing.

Thank you for your attention,

Sincerely,

Debra Snyderman,
retired teacher and clinical social worker from the Santa Fe Public Schools and active volunteer in many community organizations and events in Santa Fe before and hopefully after the Covid 19 crisis

-----Original Message-----
From: Dierdre Dennis-McCullough <devildancer13@icloud.com>
Sent: Thursday, July 16, 2020 4:41 PM
To: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Subject: Geo Lane Trailer Park

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.

We wish to join those that DO NOT want to see another Trailer Park, or Low Income Housing Units, developed in Terra Contenta, Southside, Santa Fe, NM.
Both Trailer Parks, and Low Income Units now in place, are a constant source of trouble for our Community.
Thank You for forwarding our remarks.
The McCullough / Vuelta Dorado / Santa Fe, NM

From: Rosemary Thompson <rt@sfwwp.com>
Sent: Thursday, July 16, 2020 3:05:56 PM
To: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Subject: GEO Lane Subdivision..NO

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.

Regina,

I'm trying to convey, although I can't get through to the public comment....
I understand that there is a City Council mtg on July 29th, on You Tube re: GEO Lane Mobile Home Subdivision, 64 lots.
off Airport Road. No notice posted on City of Santa Fe website????

I believe I speak for 99.9% of residents on the Southside...ENOUGH IS ENOUGH of mobile home parks on the SOUTHSIDE! Try anywhere else in Santa Fe!! Good luck with that!!

NO MORE!!!

Please copy...every decision maker on this insane & unfair development on the SOUTHSIDE!!!

Thank you,
Rosemary Thompson
Santa Fe Wild West Real Estate
505-690-1150

Sent from my iPhone

19. PUBLIC HEARINGS

Name: J.D. Scott
Comment - 07/29/2020 08:30 AM: (Against)
I am urging the City Council to vote **against** the proposed Fiscal Year 2020/2021 Operating Budget. As you are aware, the Operating Budget allocates nearly $24,979,279 to the Police Department while providing only $4,108,183 and $2,436,253 to Youth & Family Services and Affordable Housing, respectively. Given the affordable housing crisis and the recent protests surrounding police cruelty that have engulfed this nation, I find this distribution of funds unconscionable and utterly unacceptable. As an architect specializing in affordable housing, I wish to call out this mismanagement of funds for what it is, in no uncertain terms – deplorable, unethical, inequitable, and unsustainable. I demand that the City Council to consider their values and priorities in this critical vote. Let us imagine a City in which social services and affordable, decent, and adequate housing are placed on equal footing with (or even *ahead* of) our police.

Thank you,
JD Scott

a. CONSIDERATION OF RESOLUTION 2020-____. (Finance Committee)
A Resolution Adopting the City of Santa Fe Fiscal Year 2020/2021 Annual Operating Budget and Organizational Chart. (Mary McCoy, Finance Director, mtmccoy@santafenm.gov, 955-6171)

b. CONSIDERATION OF BILL 2020-18. ADOPTION OF ORDINANCE NO. 2020-____. (Councilor Lindell, Councilor Villarreal, Councilor Romero-Wirth and Councilor 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 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 Extraneous Language; Repealing Section 10-9.11 Regarding Supplementary Remedies for Public Nuisances; and Amending Section 10-9.13 Regarding the Right of Entry. (Michael Prinz, Assistant City Attorney, mnprinz@santafenm.gov, 955-6554 and Jennifer Faubion, Council Liaison, jrfaubion@santafenm.gov, 699-6386)

c. CONSIDERATION OF BILL 2020-19. ADOPTION OF ORDINANCE NO. 2020-____. (Mayor Webber, Councilor Lindell and Councilor Vigil Coppler)
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. (Fabian Trujillo, Office for Business Growth Manager, ftrujillo@santafenm.gov, 955-6912)

d. CONSIDERATION OF RESOLUTION NO. 2020-____.
Case #2019-19. 4000 and 4100 Geo Lane General Plan Amendment. John Reeder, Agent, for GEO Park, LLC, Owner, Requests Approval of a General Plan Amendment to Amend the Existing General Plan Future Land Use Designation for Approximately 8.59 Acres from Institutional to Low Density Residential. The Project Site Consists of Two Parcels Located at 4000 and 4100 Geo Lane. (Lee Logston

DATE:	**May 20, 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:	**Descartes Labs, Inc. – PPA and PPLA - Contract Munis #3201914 & Munis Project # ED21219K**

Background:

Descartes Labs, Inc. a spinoff from LANL, is a software development company that creates proprietary software utilized in satellite imaging and analysis. The software is developed for a cloud-based supercomputing platform to assist with research and development to predict changes in natural resources such as U.S. corn yields. Basically, their software teaches computers to "see." Computers can identify objects around the world, such as corn fields and solar farms, with incredible precision utilizing Descartes's proprietary technology.

In January 10, 2018, the City Council approved Project Ordinance 2018-2 to investment public monies of $800,000 for Descartes Labs to build world headquarters located at 100 North Guadalupe. The public investment included $700,000 from the state and $100,000 in matching funds from the city. The investment would be for tenant improvements, facility infrastructure and lease abatement. The public benefit was for Descartes to create 50-70 new high paying jobs and a minimum capital investment of $4.2 million with 10 years.

As of January 31, 2020, Descartes Labs was on track to meet their economic development goals. The City reimbursed $540,000 in public monies to Descartes Labs. They used a capital investment of $3.1 million to renovate the building located at 100 North Guadalupe in a world-class, state of the art corporate headquarters building. This building was utilized to attract high skilled talent to Santa Fe. They had an employee base of 75 employees with an average annual wage of over $120,000. Descartes was on track to qualify for the bonus monies ahead of the job creation schedule in their project participation agreement. Then Covid 19 created an economic crash in magnitude similar to the Great Depression. Covid 19 forced Descartes to lay off employees and reduce employee salaries to prevent closure.

Item and Issue:

Descartes Labs requests $750,000 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, administer the disbursement of the monies, and monitor the economic goals in accordance with the Project Participation Loan Agreement (PPLA). In return for the loan, Descartes Labs will maintain a minimum employee base of fifty-six people and a monthly minimum payroll of $630,000. The loan will be repaid in two years from the approval of the Project Participation Agreement. If Descartes Labs 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.

Next, Descartes Labs requests that the current PPA be amended to delay meeting the required economic goals for two years, reducing the average annual wage from $140,000 to $110,000 and that the reimbursement of monies in original PPA for two years. This will allow Descartes Labs to get on track to create the required 50 new jobs and the additional bonus jobs. If Descartes Labs employment base or headcount is 90 people and are retained for six months, then Descartes Labs will be reimbursed the remaining $260,000 of the initial public investment approved on January 10, 2018. They will also have to complete the capital investment in the project of $4.2 million (Projected to invest $2.4 million for a total investment of $5.5 million instead of $4.2 million). The monies for the original investment will continue to be securitized by a Letter of Credit. The city will not fully release the security instrument until the economic development goals are met and the project is closed.

Over the next ten years, Descartes' total fiscal impact to the State, City, County, SF Community College and Public Schools is estimated to generate approximately $55,802,249 in net benefits. Of the net benefits, Descartes Labs is estimated to generate $19,341,579 of this fiscal impact.

Action:

This amended project will stymie the impacts of the Covid 19 pandemic in the high tech 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-wage 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 $750,000 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 $750,000 to the City of Santa Fe's LEDA fund for the loan and $200,000 in FY 2023-2024 for the bonus jobs. The Munis Org Number is 2122800.510400 for this project.

CITY OF SANTA FE, NEW M2EXICO

BILL NO. 2020-11

INTRODUCED BY:

Mayor Alan Webber

Councilor Jamie 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.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Short Title. This Ordinance shall be known as the "Amended Descartes Local Economic Development Project Ordinance."

Section 2. Recitals.

A. The Local Economic Development Act, NMSA 1978, Sections 5-10-1 *et seq*. ("LEDA") 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. Descartes, Labs, Inc. ("Qualifying Entity") is a software development facility that serves the public by stimulating and catalyzing the growth of a high-technology industry cluster in Santa Fe under the Economic Development Ordinance. The Qualifying Entity creates economic base jobs as a software development facility by creating software that for cloud-based super-computing platforms that predicts changes in natural resources to better understand the planet.

D. The State of New Mexico has appropriated seven hundred thousand dollars ($700,000.00) from the New Mexico LEDA Fund and the City of Santa Fe has provided one hundred thousand dollars ($100,000.00) from the Local Economic Development Fund to the project to build out the infrastructure and tenant improvements in the facility and to contribute to lease payments with any remainder from the infrastructure and tenant improvement expenses. The project is located at 100 North Guadalupe Street in Santa Fe, New Mexico. The loan will finance construction costs, materials associated with the interior renovation of the facility, and improvements or construction of HVAC, telecommunications, broad band connectivity and other infrastructure necessary to improve service to the facility. This project identified as the "Project" is a world headquarters that 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 new facility will be used to develop software, which causes it to fall into the definition of a "manufacturer" under LEDA.

F. As of December 31, 2019, Descartes Labs employed seventy-five (75) people with an average annual salary of over one hundred and twenty thousand dollars ($120,000.00), which was compliant with PPA 2018-0057 approved on January 10, 2018, by the Governing Body. Descartes

Labs was on track to earn its bonus monies of ten thousand dollars ($10,000) per job by hiring twenty (20) additional people.

G. Since January 31, 2019, the COVID-19 pandemic forced Descartes Labs to layoff nineteen (19) employees for a current employee base of sixty-three (63) people. The pandemic has delayed the company's growth plans by two (2) years.

H. The project participation agreement will be amended to require Descartes Labs to meet its job creation schedule of seventy (70) people by June 30, 2022, and provide Descartes Labs an opportunity to earn the bonus LEDA monies if Descartes Labs hires an additional twenty (20) employees for a total base of ninety (90) employees by January 1, 2024, and retains the employees for six (6) months. The PPA will also amend the average annual wage of one hundred and forty thousand dollars ($140,000.00) to one hundred and ten thousand dollars ($110,000.00).

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 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) Descartes Labs, Inc. is a qualifying entity;

(2) The contributions of the City and 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; and

(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 PPA (attached as **Exhibit A**) whereby the City will continue to be the Fiscal Agent for the State Legislative appropriation of seven hundred thousand dollars ($700,000.00) and for the one hundred thousand dollars ($100,000.00) in City Funds. The City will pass through the State Legislative appropriation of seven hundred thousand dollars ($700,000.00) and the City funds of one hundred thousand dollars ($100,000.00) to Qualifying Entity and the funds will be used for construction of tenant improvements and infrastructure in and to the facility and for lease payments with any remainder from the infrastructure and tenant improvement expenses and thus will continue to expand the tax 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/2020-11 Descartes Labs LEDA PPA Amendment

CITY OF SANTA FE
ECONOMIC DEVELOPMENT
PROJECT PARTICIPATION AGREEMENT

THIS AMENDED PROJECT PARTICIPATION AGREEMENT ("Agreement") is made and entered into this ____day of _____, 2020, by and between the City of Santa Fe, a municipal corporation (hereinafter referred to as the "City") and Descartes Labs, In c. a Delaware Corporation registered as a foreign profit corporation in the State of New Mexico (hereinafter referred to as the "Qualifying Entity" or "Q/E").

WHEREAS, the State of New Mexico has deemed it in the best interest of the citizens of New Mexico to enact the Local Economic Development Act ("LEDA") (NMSA 1978, §§ 5-10-1 *et seq.*);

WHEREAS, LE DA 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, Descartes Labs, Inc. is a "qualifying entit y" under LEDA and the Economic Development Ordinance in that it is a software developer, which fall under the definition of a "manufacturer" in a primary industry that creates economic base jobs and which exports fifty percent (50%) or more of their services or goods outside of New Mexico (§ 11-11.4 (A) SFCC (1987)); (NMSA 1978, § 5-10-3 (J);

WHEREAS, all requirements under the 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)) and for the City to act as fiscal agent for the grant monies ("Grant Monies") granted b y 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 Grant Monies for lease payments, construction costs and materials associated with the interior renovation of its facilities and to improve or construct infrastructure, including HVAC, telecommunications, broadband connectivity, and other infrastructure necessary to provide or improve service to the facility (the "Project") located at 100 North Guadalupe, Santa Fe, New Mexico, 87501;

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;

WHEREAS, the City's total maximum contribution to the Project is One Hundred Thousand Dollars and No Cents ($100,000.00); the State of New Mexico's contribution to the Project will not exceed Seven Hundred Thousand Dollars and No Cents ($700,000.00) from the New Mexico LEDA Fund ("NM LEDA Fund") pursuant to an intergovernmental agreement between the Cit y and the State to be executed soon after the execution of this Agreement; and the Q/E shall contribute at least Four Million Two Hundred Nine Thousand Dollars ($4,209,000) to the Project; and

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 City, State, and the Q/E; (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 and State'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) a "sunset" clause after which the City shall relinquish interest in and oversight of the Project; and (9) that the Qualifying Entity is a qualifying entity.

NOW THEREFORE, in consideration of the foregoing, the following and other good and valuable consideration, the receipt of which is hereby acknowledged the undersigned parties hereb y agree as follows.

1. CONTRIBUTIONS OF THE CITY, THE STATE AND THE Q/E

A. Contributions of the State and the City. The maximum grant monies that may be disbursed under this Agreement shall be $800,000 as described below:

(1) City Contribution. This Agreement governs the City's contribution to the Project. The City shall reimburse the Q/E in the amount of up to One Hundred Thousand Dollars and No Cents ($100,000.00) for lease payments, infrastructure to improve the interior of the building and site, design, development, installation of infrastructure and construction of tenant improvements to the facility.

(2) State Contribution: This Agreement governs the State's contribution of up to Seven Hundred Thousand Dollars and No Cents ($700,000.00) from the NM LEDA Fund by way of the New Mexico Economic Development Department. The City will serve as fiscal agent

pursuant to the Intergovernmental Agreement between the City and State, which was executed in 2018 and is in substantial form as **Attachment "E"**, the terms of which are incorporated into this Agreement. The State monies will be available for disbursement in the following tranches upon completion of the disbursement milestones:

(a) $400,000 by June 30, 2018, upon the creation of 19 new jobs with a payroll of $2.66 million or more and the completion of Phase I and II of the Construction Schedule in **Attachment "B",** which has alread y been complete b y the Effective Date of this Amendment;
(b) $90,000 by June 30, 2019 upon the creation of 17 new jobs for a total of 36 new with a payroll of $5.04 million, which has alread y been complete b y the Effective Date of this Amendment;
(c) $10,000 by June 30, 2023, for a total of 50 new jobs and retention of previous jobs for a total of 70 jobs and upon the completion of the final performance audit and close-out.
(d) A bonus will be disbursed at a rate of $10,000 per job for a maximum of $200,000, for each job created and retained for six months by June 30, 2024, in excess of the 70 new jobs requirement, in accordance with **Attachment A**.

(3) Disbursement of Grant Monies: Dispersal of the NM LEDA Funds b y t he 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 grant up to $700,000.00 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, and supporting documentation of the completion of performance milestones at each project phase necessary for disbursement as referenced in the Job Creation Commitment and Schedule in **Attachment A**. Disbursement shall be made on a reimbursement basis of eligible costs under the LEDA, as further limited below:

(i) Lease Payments;
(ii) Design, development and construction of building, infrastructure and tenant improvements for the building and site;

It is expressly understood that any costs eligible for reimbursement must be incurred after this Agreement is in effect.

(c) The City shall disburse to the Q/E One Hundred Thousand Dollars ($100,000) in City Grant Monies. The City monies will be available for disbursement in the following tranches:

i. $20,000 by the end of June 30, 2018, after the completion of Phase I and II of the Construction Schedule in **Attachment "B"**, which

has alread y been complete by the Effective Date of this Amendment;

ii. $30,000 by the end of June 30, 2019, after the creation of 36 new jobs as referenced in Job Creation Commitment and Schedule in **Attachment "A"**, which has already been complete by the Effective Date of this Amendment; and

iii. $50,000 by the end of June 30, 2022, after the creation of 50 new jobs as referenced in the Job Creation Commitment and Schedule in **Attachment "A"**; and

(4) If Grant Monies from the City and State do not fully fund the Project; the Q/E shall contribute an y additional funds necessary to fund the remainder of the Project.

B. Contributions of the Q/E.

(1) Financial Investment: The Q/E shall contribute Four Million Two-Hundred Nine Thousand Dollars ($4,209,000) or more in matching funds to complete the Project.

(2) Project Management: Unless otherwise specified in this Agreement, the Q/E shall be responsible for managing all parts of the Project.

(3) Direct Economic Output:

The Project is anticipated to generate $106,147,218 in direct salaries for existing and expanded operations over ten ye ars. The total estimated direct economic output for the expansion of the facility is $96,624,751 over ten years, as is further described in the Economic Impact Report (See page 4 of **Attachment "C"**).

(4) Expanded Tax Base: As a result of the completion of the Project, the Q/E will generate contributions to the City's tax base, as enumerated in the Economic Impact Report. Net benefits for the Cit y generated b y this Project (including propert y tax es, gross receipts taxes, utility fees, utility franchise fees, lodger's taxes and other use taxes) are estimated $651,983 over ten years. (See pp. 10 of Economic Impact Report of **Attachment "C"**.)

(5) Proportional Investment: The Q/E at its discretion may decide to not accept the entire $800,000 in grant monies for the Project. If the Q/E does not accept the entire granted monies, then the capital investment and job creation requirements would then decrease proportionally to the level of grant monies accepted. The Q/E shall notify the City 30 days prior to its decision.

2. PERFORMANCE REVIEW AND CRITERIA – ECONOMIC DEVELOPMENT GOALS

A. Economic Development Goals. The following Project and Economic Development Goals shall be fulfilled by the Q/E:

(1) By June 30, 2019, the Q/E shall employ at least thirty-six (36) new full-time equivalent emplo yees in the City of Santa Fe, while retaining the prior employment, and in accordance with the minimum average wage in the Job Creation Commitment and Schedule. See **Attachment "A"**.

(2) By June 30, 2023, the Q/E shall employ no fewer than fifty (50) new full-time equivalent employees in the City of Santa Fe, while retaining the prior employment figures, in accordance with the minimum average wage data points in **Attachment A**.

(3) If the Q/E emplo ys more than 50 new full-time equivalent jobs with a headcount between 71 and 90 employees by June 30, 2024 and retains them for six months, then the Q/E shall be entitled to a bonus of Ten Thousand Dollars and No Cents ($10,000.00) per job for up to 20 jobs for maximum amount of Two Hundred Thousand Dollars and No Cents ($200,000.00), in accordance with **Attachment A**.

(4) The Q/E's contribution as set forth in Paragraph 1.B 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 job creation requirements in **Attachment A**, and the taxes generated and other indices contained in the Economic Impact Report (see Attachment D for recommended form) Quarterl y reports shall be in the form of an affidavit signed by an officer of the Q/E. Quarterly reports shall include a copy of FORM ES-903 provided by the Q/E to the City, which the Q/E filed with the New Mexico Department of Workforce Solutions, to demonstrate compliance with this Agreement at each review cycle. In the quarterl y report, the Q/E shall include number of new jobs, the average wage of the new employees, cumulative emplo yment, retention of existing employees and total payroll. The City's review of the quarterl y reports shall determine whether the Q/E is in compliance with this Agreement and is substantially achieving the goals and objectives herein.

(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 City will give the Q/E a minimum of 30 days' notice if a report or presentation to the governing bod y 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) Expanded Tax Base Report: Within a reasonable time after completion of the construction of the facilities, but in any event by the next quarterl y report, the Q/E shall provide to the City a written report on the construction jobs and wages created and the economic impacts thereof.

(4) Certification of Non- Interest. The Q/E shall certify to the City that 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 year thereafter, has an y interest, direct or indirect, in the Q/E or an y 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.

D. Documentation of Completion of Construction Phases: Within a reasonable time after completion of each phase listed in Paragraph 1.A (3) (b) and (c) herein, the Q/E shall provide documentation of its completion to the City's Office of Economic Development. The Q/E shall provide documentation to the City that construction of the facilities was completed by June 30, 2018. See Construction Schedule, attached as **Attachment "B"**.

3. RECAPTURE PROVISIONS FOR PUBLIC MONIES

A. If an y Economic Development Goal set forth in Paragraph 2.A 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 quarterly 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 Grant 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 Grant 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 three of this amended Agreement, the Q/E shall be deemed in Default and the Q/E shall reimburse 100% of all Grant 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 Grant Monies. Such repayment by the Q/E shall be without penalty until and unless the City initiates claw back of the Grant Monies, at which point costs, expenses (including City staff time) and attorney's fees will accrue to the repayment amount.

B. The Q/E must send prior written notice to the City of the Q/E's intent to repay in full the Grant 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 Grant 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 securit y interest, and the City will release the securit y 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 Grant Monies within 60 days after the Cit y receives the repaid monies from the bu yout.

5. SECURITY FOR CITY'S INVESTMENT; CLAWBACK

This is a grant project only, with the City acting as fiscal agent. The Q/E has no loan obligations for repayment to the City or State, but 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.

A condition precedent to this PPA is securitization of the Grant Monies which may be clawed back if the Q/E fails to meet its performance goals under this PPA. As securit y 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. The expected securitization method is an irrevocable stand-by letter of credit from an issuing financial institution, with the City as beneficiary, from which the City may immediately draw down upon the City's presentation of a demand for payment and evidence of Q/E's default ("Irrevocable Letter of Credit"). This Irrevocable Letter of Credit shall have automatic one- ye ar extensions terminable at the sole option and discretion of the City. At an y given time, the Irrevocable Letter of Credit must secure an amount, and the City shall be able to draw down an amount, at least equal to the amount of appropriations made to the Q/E for the Project, the maximum being $800,000. Funds from the Irrevocable Letter of Credit may be drawn in one drawing or from time-to-time in or one or more partial drawings on or before the expiration date. Attached hereto and incorporated herein is **Attachment A**, which sets forth the clawback terms.

During the term of this Agreement, the Q/E may request a full or partial release of the Irrevocable Letter of Credit by the substitution of collateral, repayment of the disbursed appropriation or proof that the Q/E has met the Contribution and Economic Development Goals, in part or in whole, under this Agreement. An y full or partial release of the Letter of Credit will be proportional to the value of the substitute collateral, repayment, or the portion of Economic Development Goals met which are no longer subject to clawback according to **Attachment A.** Acceptance 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 10 ye ars from the execution date of the Agreement, or until conditions of the Agreement are performed in full or to the 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 determined b y t he 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 determines that the objectives under this Agreement have been fulfilled and a closure letter b y the City is provided 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 Grant Monies.

The Q/E may terminate the Agreement by pre-paying in full to the City and without penalty any Grant 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 Grant Monies in full within 45 days prior to the Q/E's intent to repay in full the Grant 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 by Contractor 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. The Q/E shall not assign or transfer an y of its rights, privileges, obligations or other interest under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other matter, including any claims for money due or to become due under this Agreement, without the prior written approval of the City.

C. 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, in a form and with an insurance company 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 City 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" as a condition prior to performing under this Agreement.

B. The Q/E shall also obtain and maintain Workers' Compensation insurance, required b y 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, requests for proposals (RFPs), invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records

sufficient to fully account for the amount and disposition of the total funds from all sources budgeted 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 Grant 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 by 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 by the City to the Q/E.

16. **RELEASE**

The Q/E, upon final fulfillment of this Agreement, releases the City, its officers and employees, 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 City 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. **CONFLICT OF INTEREST**

The Q/E 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 or services required under this Agreement. The Q/E further agrees that in the performance of this Agreement no persons having an y such interests shall be employed.

19. **APPLICABLE LAW; CHOICE OF LAW; VENUE**

The Q/E shall abide b y al l applicable federal and state laws and regulations, and all ordinances, rules, and regulations of the City of Santa Fe. In an y 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.

20. **AMENDMENT**

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

21. **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.

22. **REPRESENTATIONS AND WARRANTIES**

A. The Q/E hereby warrants the Q/E is and will remain in compliance with the Americans with Disabilities Act, 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 emplo yees to comply with provisions of the ADA or the rules and regulations promulgated there under the Americans with Disabilities Act, 29 CFR 1630.

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 any subsequent changes to such article throughout the term of this Agreement.

23. **APPLICABLE LAW**

This Agreement shall be governed by the ordinances of the City of Santa Fe and the laws of the State of New Mexico.

24. **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.

25. **SEVERABILITY**

In case an y 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.

26. **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: Office of Economic Development Director
P.O. Box 909
Santa Fe, NM 87504

If to QUALIFYING ENTITY:
Attn: Chief Executive Officer
Descartes Labs, Inc.
100 North Guadalupe Street
Santa Fe, NM 87501

27. **HEADINGS**

The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

28. **ATTACHMENTS**

All attachments are fully incorporated herein and made a part of this Agreement.

29. **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.

30. **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 Webber, Mayor

ATTEST:

_____
Yolanda Y. Vigil, City Clerk

APPROVED AS TO FORM:

/s/ Andréa Salazar for
Erin K. McSherry, City Attorney

APPROVED:

_____
Mary T. McCoy, Finance Director

2122800.510400
Munis Org Number

QUALIFYING ENTITY:
Descartes Labs, Inc.

Phil Fraher
CEO and President

By: _____

Employer ID Number: _____
City of Santa Fe Business ID Number: 03-326950-00

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

Notarized Affidavit

The foregoing instrument was acknowledged before me on this ____ day of _____, 2020, by PHIL FRAHER, the Chief Executive Officer and President of Descartes Labs, Inc., a foreign profit corporation, on its behalf.

_____
Notary Public

My commission expires:

Attachment A

Job Creation Commitment and Schedule (Net New Jobs) ❖*

Year	*Net New Jobs Hiring Target*	*Jobs Retained From Prior Years*	*Payroll*	*Job Determination Period*		*Clawback % on Job Creation Shortfall^^^*
1	20 + 19 = 39	20 (starting headcount)	$2.66 million	01-Jul 2017	30 Jun 2018	100%
2	39 + 17=56	39	$5.04 million	01 Jul 2018	30 Jun 2019	100%
3	56 + 14 = 70	56	$7.0 million	01 Jul 2019	06 Jun 2022	100%
4	-	70		01 Jul 2022	30 Jun 2023	75%
5	-			01 Jul 2023	30 Jun 2024	50%
Note	71-90 (Bonus)			-	01 Jan 2024	
Total	*50*		*$14.7 million*			
		Addt'l Notes: All 70 new jobs and the 20 baseline jobs must be retained until June 30, 2024 for compliance. Any bonus tier job shall be achieved prior to June 30, 2024, and must be retained for six months for the bonus.				

Starting Headcount (JTIP Eligible):	20	*As of:*	June 30, 2017

^^^ Clawback percentage is calculated on job creation shortfall at expiration or termination of the PPA, whichever is earlier. Clawback formula = (Job Creation % Shortfall) x (Cumulative Grant Monies Distributed), where Job Creation % Shortfall is (1 - (actual jobs / cumulative hiring target))*100%.

❖ Each job must have a minimum average salary of $110,000, not including additional benefits. Wages of jobs retained from prior years must equal to or exceed the wage requirements for those jobs as described herein. Only New Mexico based employees count towards job creation.

Attachment B

Descartes Labs, Inc.

Construction Schedule

Estimated Completion Date	Description
March 31, 2018	Phase I: Tenant Improvements - Start of Construction.
June 30, 2018	Phase II: Tenant Improvements – Receipt of Certificate of Occupancy, after completing upgrades to design, building, interior, office and workspace upgrades, and installation of infrastructure to building facilit y which may include, HVAC, broadband connectivity, utilities, security, electrical, and an y infrastructure necessary for operations.