City of Santa Fe

AGENDA

REGULAR MEETING OF THE GOVERNING BODY
OCTOBER 14, 2020
4:00 PM
ATTEND VIRTUALLY

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 ten (10) 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 legislative items to be considered on the *Consent Agenda*, *Discussion Agenda*, *Public Hearings* or *Petitions From the Floor* through 1:00 p.m. the day of the meeting, via the virtual comment "button" at https://santafe.primegov.com/public/portal.

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/97985808439?pwd=akZIUkZWT2RGUzI1T2xlL3pNK3RBdz09. **Passcode: 584443**
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 (346) 248-7799 - Webinar ID: 97985808439 - Passcode: 584443**
Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.

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AGENDA

REGULAR MEETING OF THE GOVERNING BODY
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AFTERNOON SESSION - 4:00 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 – September 30, 2020
9. **PRESENTATIONS**
10. **CONSENT CALENDAR**

    a. Project Status Presentation and Request for Retroactive Approval of Amendment No. 2 to the Contract for Construction for CIP Project #503a (Salvador Perez Recreation Building – Structural and Building Envelope Rehabilitation), for the Purpose of an Increase of $35,457.72 to the Contract Amount for Additional Deferred Maintenance Scope as Detailed in the Memo, the B&D Industries Cost Proposal and the Presentation Materials. (Anson Rane, PW Project Administrator, aerane@santafenm.gov, 955-5935)

    b. Request for Addendum #7 in the Total Amount of $67,783.80, 1 Year Maintenance Agreement ILS Support – Sole Source – Term 07/01/20-06/30/21 with Library Innovative Interfaces Inc. (Maria E. Tucker, Library Director, metucker@santafenm.gov, 955-6788)

c. Request for Approval of Inmate Confinement Agreement with Santa Fe County for the Incarceration, Care and Maintenance of Persons Charged with or Arrested for a Crime. Term of Agreement is Four (4) Years. Total Estimated Budgeted for Four. (4) Years is $2,000,000 (Santa Fe County); (Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 955-5040)

d. Request for the Approval of FY21 Police Vehicle Purchase Request. Total Amount is $539,662.35 for the Vehicles, Equipment and Labor Costs Associated with Each Vehicle. (Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 955-5040)

e. Request for Approval of a Budget Adjustment Resolution (BAR) to the Public Utilities Wastewater Division to Cover the Negative Balance in Professional Contracts 5000361.510300 in the Amount of $70,000. (Mike Dozier, Wastewater Division Director, mldozier@santafenm.gov, 955-4642)

f. Request Approval of a Budget Adjustment Resolution (BAR) for Public Utilities Department to Fund Vacant Positions through the 2020/2021 Fiscal Year in the Total Amount of $2,940,219.85 Across 12 Public Utilities Sections. (Shannon Jones, Public Utilities Director, swjones@santafenm.gov, 955-4267)

g. Request for Approval of a Lease Agreement between the City of Santa Fe and the Interfaith Community Shelter Group (“Pete's Place") Located at 2801 Cerrillos Road, for a Four (4) Year Term. (Rich Brown, Economic Development Director, rdbrown@santafenm.gov, 955-6625 and Andrea Salazar, Assistant City Attorney, asalazar@santafenm.gov, 955-6303)

h. Request for Approval of Liquor Hearing Officer’s Recommendation to Approve the Request from Highgarden Entertainment, 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 Jean Cocteau Cinema, 418 & 420 Montezuma Avenue, Santa Fe, which is within 300 Feet of the New Mexico School of the Arts, 500 Montezuma Avenue.
   2. Inter-Local Dispenser Liquor License #2626 with On-Premise Consumption Only and Patio Service from 418 & 420 Montezuma Avenue

to 418 & 420 Montezuma Avenue (Expansion of Licensed Premises). This License will be Located at the Jean Cocteau Cinema, 418 & 420 Montezuma Avenue.

11. **DISCUSSION/ACTION ITEMS**

a. Decision to Accept or Reject the City Attorney's Office's Recommendation for Appeal #2020-002644-APPL, Concurring with the Land Use Director's Determination that an Appeal Filed by Stefanie Beninato and John Eddy (Appellants) of the Historic Districts Review Board's Decision in Case #2020-002357-HDRB, which Approved Remodeling at 203 East Santa Fe Avenue, Should be Dismissed without a Public Hearing because Appellants Failed to Timely Serve Notice of the Appeal on the Property Owners, as Required by the Santa Fe City Code Section 14-3.17(D)(2). (Sally Paez, Assistant City Attorney, sapaez@santafenm.gov, 955-6501).

b. Request to Authorize the City Manager to Sign a CARES Act-Funded Contract with Family Independence Initiative (FII) in the Amount of 1.6 Million Dollars to Administer and Provide Direct Economic Relief to Indigent City Residents Affected by COVID as Part of the Governing Body's Budgeted 3.6 Million for the Connect Program. (Kyra Ochoa, Community Services Department Director, krochoa@santafenm.gov, 955-6603)

c. Request to Authorize the City Manager to Sign a Contract with The Salvation Army in the Amount of Two Hundred Twenty-Five Thousand Dollars to Operate a Cold-Weather Shelter from November 1, 2020 to March 31, 2020 for Indigent City Residents Affected by COVID, to be Funded with $90,000 from the Governing Body's Budgeted $400,000 for the Midtown Emergency Shelter and $135,000 from the Community Services Department Administration Budget. (Kyra Ochoa, Community Services Department Director, krochoa@santafenm.gov, 955-6603)

d. Request for Approval of Purchase Order to Utilize CARES Act Funding in the Total Amount of $321.887.00 for Envirco Iso-Clean Portable HEPA/UVC Air Filtration Systems; Grainger. (Caryn Grosse, Project Administrator, clgrosse@santafenm.gov, 955-5938)

e. CONSIDERATION OF RESOLUTION NO. 2020____. (Councilor Rivera, Councilor Lindell and Councilor Villarreal)
A Resolution Repealing Resolution No. 2020-36; and Accepting a Municipal Arterial Program ("MAP") Cooperative Grant From the New Mexico Department of Transportation ("NMDOT") Identified as Control Number L500429 for the Planning, Design, and Construction of Agua Fria Street and South Meadows Road Intersection Improvements. (Tom Graham, ADA Coordinator, tmgraham@santafenm.gov, 955-6654)

12. **MATTERS FROM THE CITY MANAGER**

13. **MATTERS FROM THE CITY ATTORNEY**

EXECUTIVE SESSION

In Accordance with the New Mexico Open Meetings Act, Specifically NMSA 1978, Section 10-15-1, Part (H)(7), Discussion of a Matter of Threatened Litigation Against the City that Has Not Been Filed. (Erin K. McSherry, City Attorney; ekmcsherry@santafenm.gov, 955-6512)

14. **MATTERS FROM THE CITY CLERK**

15. **COMMUNICATIONS FROM THE GOVERNING BODY**

EVENING SESSION - 6:00 P.M.

16. **ROLL CALL**

17. **PETITIONS FROM THE FLOOR**

18. **APPOINTMENTS**

- Economic Development Advisory Committee

19. **PUBLIC HEARINGS**

a. CONSIDERATION OF BILL NO. 2020-27. ADOPTION OF ORDINANCE NO. 2020-____. (Councilor Rivera and Councilor Vigil Coppler)

An Ordinance Amending 12-2.1 SFCC 1987 to Update the Version of the International Fire Code Adopted by the City of Santa Fe. (Geronimo Griego, Fire Inspector II, gggriego@santafenm.gov, 955-3310) (Postponed September 30, 2020)

b. CONSIDERATION OF BILL NO. 2020-23. ADOPTION OF ORDINANCE NO. 2020-____. (Councilor Lindell and Councilor Vigil Coppler)
An Ordinance Amending Section 23-7.4 Relating to Golf Rates at the MRC. (Melissa McDonald, Acting Parks Division Director, mamcdonald@santafenm.gov, 955-6840) (Postponed September 30, 2020)

c. CONSIDERATION OF BILL NO. 2020-26. ADOPTION OF ORDINANCE 2020-____. (Councilor Villarreal and Councilor Lindell)
An Ordinance Amending Section 24-2.6 SFCC 1987 to Restrict Certain Vehicles From Traveling on a Portion of Sabino Street Running East/West between St. Francis Drive and DeVargas Mall.(Ladd Lucero, Traffic Technician, lllucero@santafenm.gov, 955-6637)

d. CONSIDERATION OF BILL NO. 2020-28. ADOPTION OF ORDINANCE 2020-____. (Mayor Webber and Councilor Lindell)
An Ordinance Amending Section 23-6.2 SFCC 1987 to Extend the Time Period for which Establishments that Have Obtained an Obstruction Permit from the City and a Temporary Change/Expansion of the Liquor License Premises from the New Mexico Alcoholic Beverage Control Division May Serve Alcohol on City Sidewalks, Streets, Rights-of-Way, or Other Property that has Been Specifically Authorized for Temporary Use Due to the COVID-19 Public Health Emergency and it's Effects. (Randy Randall, TOURISM Santa Fe Director, rrandall@santafenm.gov, 955-6209 and John Romero, Acting Public Works Director, jjromero1@santafenm.gov, 955-6638)

e. CONSIDERATION OF BILL 2020-11. ADOPTION OF ORDINANCE NO.2020-____. (Mayor Webber, Councilor Cassutt-Sanchez, Councilor Abeyta, Councilor Lindell and Councilor 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 Headquartes Facility, a Local Economic Development Project. (Fabian Trujillo, Office for Business Growth Manager, ftrujillo@santafenm.gov, 955-6912) **(Postponed to November 10, 2020)**

f. CONSIDERATION OF BILL 2020-12. ADOPTION OF ORDINANCE NO. 2020-____. (Mayor Webber, Councilor Cassutt-Sanchez, Councilor Abeyta, Councilor Lindell, and Councilor 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 to November 10, 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.

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Governing Body
September 30, 2020

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e) Pete's Place 4 yr. Lease	Remanded for committee review	17-21
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g) Municipal Court Update	Informational	22-23
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Minutes of the
Regular Meeting of the Governing Body
Wednesday, September 30, 2020
Virtual Meeting

AFTERNOON SESSION

1. CALL TO ORDER

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, September 30, 2020, at approximately 4:00 p.m., at the Council Chambers at City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico as a virtual meeting.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilor Romero-Wirth.

3. SALUTE TO THE NEW MEXICO FLAG

The Salute to the New Mexico Flag was led by Councilor Abeyta.

4. INVOCATION

The Invocation was led by Councilor Villarreal. She remembered Ernie Gonzales, mentor and mariachi performer, and a young boy who died

Councilor Rivera remembered his father, who died four years ago tomorrow.

Councilor Vigil Coppler gave condolences for the family of Robert "Bob" Sweeney, an important figure in our sports culture with an elementary school named after him. Once was coach of Lobos men's basketball. The Sweeney Convention Center (Gymnasium) was also named after him.

Councilor Garcia remembered Mr. Gonzales. His group played at our inauguration.

The Governing Body observed a moment of silence for those who died and for their grieving families.

5. ROLL CALL

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, Acting City Attorney
Yolanda Y. Vigil, City Clerk
Jesse Guillen, Legislative Liaison
Sally Paez, Assistant City Attorney
Romella Glorioso-Moss, Public Works Project Administrator
Bernadette Salazar, Human Resources Director
Rich Brown, Economic Development Director
Regina Wheeler, Public Works Director
Carl Boaz, Council Stenographer

6. APPROVAL OF AGENDA

Ms. Vigil asked to amend the agenda with #19a regarding update to fire code postponed to October 14.

MOTION: Councilor Rivera moved, seconded by Councilor Villarreal, to approve the agenda as amended with item #19a postponed to October 14, 2020.

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

MOTION: Councilor Villarreal moved, seconded by Councilor Rivera, to approve the Consent Calendar 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.

8. APPROVAL OF MINUTES:

a) Regular Governing Body Meeting – September 9, 2020

MOTION: Councilor Rivera moved, seconded by Councilor Cassutt-Sanchez, to approve the minutes of the regular Governing Body meeting on September 9, 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) Emergency Governing Body Meeting – September 15, 2020

MOTION: Councilor Rivera moved, seconded by Councilor Lindell, to approve the minutes of the emergency Governing Body meeting on September 15, 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, and Councilor Vigil Coppler. Councilor Villarreal abstained because she was not present at the meeting.

Against: None.

c) Special Governing Body Meeting – September 17, 2020

MOTION: Councilor Rivera moved, seconded by Councilor Lindell, to approve the minutes of the special Governing Body meeting on September 17, 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, and Councilor Vigil Coppler. Councilor Villarreal abstained because she was not present at the meeting.

Against: None.

9. PRESENTATIONS

There were no presentations.

10. CONSENT CALENDAR LISTING

a. Request for Approval of Change Order No. 2 to the Original Contract No. 19-0714 with TLC Company, Inc. for the Canyon Road Water Treatment Plant Raw Water Supply Pipeline CIP No.3038C to Extend the Contract Term by 96 Calendar Days. (Robert Jorgenson, Water Division Engineer, rnjorgenson@santafenm.gov, 955-4265)

b. Request for Approval of Amendment 1 to the Immix Technology Agreement Item # 20-0306, Munis Contract #3201928 for the Kronos Workforce Telestaff Cloud Hosting Services for a 3 Year Contract Procured through Immix Technology on GSA GS-35F-0265X in the Amount of $111,204.38 Budgeted in ITT Applications Software Subscriptions 6203600.530710.

(Manuel Gonzales, ITT Project Manager, mmgonzales@santafenm.gov 955-5531)

c. CONSIDERATION OF RESOLUTION NO. 2020-37. (Councilor Abeyta) A Resolution Adopting the 2022-2026 Senior Infrastructure Capital Improvements Plan (ICIP) for the Division of Senior Services, Community Services Department. (Gino Rinaldi, Senior Services Division Director, earinaldi@santafenm.gov, 955-4710)

11. **DISCUSSION/ACTION ITEMS**

a. Request to Publish Notice of Public Hearing on October 28, 2020. BILL NO. 2020-25: An Ordinance Creating a New Section 20-7 SFCC 1987 to Prohibit Certain Police Activities, Including No-Knock Warrants, and Requiring the Use of Body-Worn Cameras During the Execution of Any Search Warrant. (Mayor Webber) (Paul Joye, Deputy Police Chief, pmjoye@santafenm.gov, 955-5355)

Ms. Vigil read the caption for this matter.

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Lindell, to approve the request to publish notice on Bill No. 2020-25, as presented. Councilor Cassutt-Sanchez signed on as a co-sponsor.

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 of Professional Services Agreements for On-Call Project Management/Owner Representative Services with the Following Four (4) Contractors: Joe Cohen & Associates, Inc., Leroy Nicholas Pacheco, PE, Motiva Corporation, and NV5 in the Amount Not to Exceed $1,000,000 Excluding NMGRT for a Total of Four (4) Years Per Contractor. (Romella Glorioso-Moss, Public Works Project Administrator, rsgloriosomoss@santafenm.gov, 955-6623)

Ms. Vigil read the caption for this matter.

MOTION: Councilor Garcia moved, seconded by Councilor Abeyta, to approve the four On-Call PSAs with contractors as presented.

Discussion on the Motion:

Councilor Vigil Coppler said Councilors got communications from AFSCME Union, whose concern is to ensure there is not a move to privatize services resulting in job losses. A statement in the Memo from Sarah Anderson which pointed out the contract can also be used by the Parks Department to support project management needs. She asked for an explanation what those might be.

Director Wheeler responded that these contractors are extremely valuable to deliver service to constituents and to utilize government grants funding. Parks has none right now, but from time to time might receive a grant and she wanted to have a project administrator to get the job done. Public Works keeps a list of project administrators only to supplement that capacity or for people with specific expertise.

Councilor Vigil Coppler noticed the word, "Repair" and knew the Parks Department has only six people or less and they sometimes have to repair the destruction of benches or trash cans. She asked if Director Wheeler could go on record to assure the union that those contracts would not supplant the city staff who could be assigned to that task in the Parks Department or any other department.

Director Wheeler clarified that no employee would be displaced with the on-call contracts.

Councilor Garcia asked if Director Wheeler is complying on talks with union for more than 30 days.

Director Wheeler agreed. She pulled up a memo from more than 30 days before and explained that the contract, if approved, would take at least 30 days to finalize and she has already communicated with the union.

Councilor Garcia thought perhaps there was confusion or miscommunication. They said in the memo the union had not received any communication. He asked how the Governing Body can ensure that has taken place.

Director Wheeler said the Department has had several talks with the union. She forwarded one to all Councilors today and a letter submitted

last March. She will work with the City Attorney to ensure it is all in order. She added that they will not begin using on-call contractors for at least 30 days.

Councilor Lindell had procedural questions. She asked why this was not seen at the Finance Committee.

Director Wheeler said this contract has been in process since March and has become urgent now. There are several major projects to be managed.

Councilor Villarreal knew this went through the review for PSA and bidding. But she wondered why the Department is considering an out-of-state company for project management.

Director Wheeler explained that NV5 has on-site managers. They hired a manager away from Meow Wolf and have other resources here as well. The others are in-state. NV 5 has specific skills.

Councilor Villarreal asked if there was a hierarchy for ranking in the vetting or if it just depends on needs.

Director Wheeler replied that specific skills are sought. Some of these have experts in facility construction. So it is skills-based procurement. And, if needed, we can ask for quotes among several contractors.

Councilor Villarreal asked then if the people providing these services are in-state companies.

Director Wheeler agreed.

Councilor Rivera asked if contractor Leroy Pacheco is the person who retired from the City.

Director Wheeler said it is he.

Councilor Rivera knew there are limits with PERA and asked if that has been vetted.

Director Salazar (HR) said she has not been in contact with PERA on this vendor, but she agreed that there are regulations to follow. She will work with Director Wheeler on them.

Councilor Vigil Coppler wondered about a discrepancy on when the clock starts – especially with the fire fighter union. Some of these documents were signed August 3. She did not see anything other than testimony that notice was properly given but it is on the agenda. She asked if there was a union representative on the evaluation committee.

Director Wheeler said it has been awhile. The members were not in the packet, but she named them.

Director Salazar added that the project administrators are included in the bargaining unit and the regulation is to notify the union 30 days before using a contractor.

Councilor Vigil Coppler understood that Director Salazar interpreted that as having complied. We are under an order right now so we must be cautious. She asked if Director Salazar was extremely confident, we are complying.

Director Salazar said she was aware of communications with the union before COVID's onset. We can give a formal letter tomorrow and still comply with the CBA.

Ms. McSherry noted that the regulation is on an unrelated order.

Councilor Vigil Coppler agreed but she pointed out that the similarities are close. The Governing Body voted and needs a quick response. She had nothing in the packet that properly documents compliance so she would have to vote no on this. She was not sure the City is complying.

Mayor Webber asked Director Wheeler to review the history on it. The conversation started in March, so it is not a violation and we all need to be aware of our need to collaborate with the union. He thought, based on Director Wheeler's and Director Salazar's statements that the regulations have been met and the contracting doesn't violate the CBA. He asked Director Wheeler for a review.

Director Wheeler said there was an AFSCME grievance against the contract service process and we had discussions at that time about it and agreed it was for capacity and certain expertise and would not supplant any existing employees. She had a draft of the letter that was done before she was Public Works Director. And on Monday, she was given something in writing to respond to. She clarified that Director Salazar's explanation was correct that the agreement is to notify within 30 days of the use of a contractor. Upon approval, we will notify the union and it will

take some weeks to get a contractor on board. This notice tonight would serve as the required notice.

Councilor Villarreal understood we have the money to support contracts for project management. She asked how many vacant positions we have currently and whether we are trying to fill them or if they are frozen.

Director Wheeler clarified that we do not have all the money and this approval is not to spend money. When a project arises for which we don't have a project manager with those skills, we can use this money then.

Councilor Villarreal understood the urgency for CARES Act money before December but wondered how many positions that are vacant would be positions of management to be filled or if they are frozen.

Director Wheeler said the Traffic Engineer under John Romero has been vacant since she came to the City. It has been advertised 5-6 times and never had a qualified applicant. Sarah Anderson's position is now vacant with a need for a for PE engineer. They are not frozen, but we have been unsuccessful to fill it.

Councilor Villarreal heard from John Romero that the City is not paying with a comparable pay scale for an engineer's position. How long will this be open for using a contractor?

Director Wheeler said it will be four years with one-year renewals. It is important to have this capacity. We have been successful in the past for capital funding from Legislative appropriations. An employee requires a steady pay throughout, despite the variance in money received.

Councilor Villarreal asked if the City is considering increasing the pay scale for those positions we can't fill.

Director Wheeler agreed.

Mayor Webber said the distinction here and what Director Wheeler was describing was the difference in one-off projects where a project manager needs to be plugged in quickly and that speaks to the unfilled position. It is spot services that are needed. So it is a both-and, not either-or.

Councilor Villarreal understood the Governing Body will see it again and asked how it will be renewed year-by-year.

Ms. Romella Glorioso-Moss explained that it is for a four-year term contract and not renewable and will end December 31, 2024.

Councilor Villarreal asked if they would still have the potential to hire because we might not need them.

Ms. Glorioso-Moss explained the contract is written that way so when there is no need, there is no contract money to spend.

Councilor Cassutt-Sanchez wanted to confirm this contract is funded by sources that are not necessarily ongoing revenue but based on appropriations from the State.

Director Wheeler said that is exactly correct.

Councilor Cassutt-Sanchez understood a written letter to the union 30 days ahead should be confirmed so the Governing Body would know that did occur. Councilors should get confirmation the letter was sent properly to make sure the rules are being followed.

Director Wheeler said she will provide it.

Councilor Vigil Coppler added that to be sure we are complying; it should be in the packet. Was there a letter?

Director Wheeler explained she could send a letter tomorrow if this is approved.

Councilor Vigil Coppler said it needs a meeting with the union on securing an agreement but that is not written in this contract. This is good for four years, but it will need an agreement every twelve months.

Ms. McSherry replied that the Governing Body approved the overall CBA but is not in oversight over this. It is the Labor Relations Board. They are a little bit different. She did not think the Governing Body wanted the day-to-day oversight. It could be a misuse of powers.

Councilor Vigil Coppler understood the City Attorney's interpretation, but she heard that let's just do it and let it go to LRB, if needed. But we need to be more proactive. The buck stops with us and we are not trying to be the day-to-day manager. But we are the purveyors of policy and need to follow that. She saw the language in the contract. She was not satisfied with that. Nothing here gave her the absolute decision to move forward here because she felt we are missing something.

Councilor Garcia felt it is prudent to ensure moving forward is in the best interest of the citizens and the union. He asked if we have utilized our employees as much as possible.

Director Wheeler said we have Our employees always come first for maximum capacity.

Councilor Garcia was looking at 4-b in CBA that it should not exceed twelve months when an employee is not available. So why are we entering into a 4-year agreement?

Director Wheeler did not anticipate hiring a contractor for a term over 12 months. And if needed, we would give proper notice, if we are not making sufficient progress.

Director Salazar added that the CBA contemplated, and through discussions and negotiations about going beyond twelve months, that the City is required to give notice again.

Councilor Garcia understood and we could wordsmith it, but to maintain good relations with our union friends, we should revisit it in 12 months to see where we are at that time and might have opportunity to hire more fulltime employees for this work instead of contracting. That would be his preference. But if not possible, it comes back before the Governing Body.

Mayor Webber said the period for overall agreement is four years, but it is not likely any contract would be over 12 months.

Director Wheeler agreed and if we find something that would go more than 12 months, we will come to the Governing Body.

Ms. McSherry added there is no reason that it should go to litigation The CBA was negotiated fully.

Councilor Rivera clarified that all four-year contracts have had to come back annually to be approved for the upcoming year.

Ms. McSherry agreed it has been a practice and maybe the staff did not have that language. They used the state language on it. A PSA is allowed up to four years and in general is allowed up to ten years.

Councilor Rivera asked how this Governing Body could approve a four-year agreement without it coming back.

Ms. McSherry said the Governing Body can make it either way – either one-year or four-year with annual approval

Councilor Vigil Coppler pointed out that 4-b says the projects are not to exceed 12 months and that it would bring cost savings and the employee shall notify the union 30 days before or when it will exceed 12 months. What this is before us is an intent to use contract workers. And we are to notify them in both cases.

Right now, there is nothing in writing, which is required. We have nothing to prove it and the contract before us will not comply with the language in the CBA. "Let's do things right and comply what the City agreed to. It shouldn't be difficult. If we don't even know when we are going to use these people, let's get a letter out." She didn't think we are meeting the CBA unless Director Wheeler can tell us otherwise.

Mayor Webber said it is an on-call contract so we can ensure in ten months if the contractors are still at work, we can notify the union of the intended extension, so it addresses the specifics of an agreement.

Councilor Villarreal concluded it is to spend up to one million over the four years.

Ms. Glorioso-Moss agreed.

Councilor Villarreal was in favor of a change to come back in one year.

Councilor Abeyta thought we would give 30-day notice before each PSA has been established and asked if that was right.

Ms. McSherry said it was a good point. The application for this contract is different. We are not asking them to start immediately but when we need someone.

Councilor Abeyta reasoned that before using one of the contractors, we will give a 30-day notice beforehand.

Director Wheeler had not understood it that way but was okay to do it each time.

Councilor Abeyta thought it might be one 30-day notice and then we could use a contractor whenever we need to. But with one 30-day notice,

we could use an on-call manager. The union probably wants it done each time.

Councilor Romero-Wirth summarized that we are approving $1 million with a handful of contractors to approve tonight. And if we wanted to use one of them, she asked if a contract would be coming back to the Governing Body or not.

Ms. Glorioso-Moss said it would not come back to the Governing Body. It is $1 million per contractor and there are four contractors.

Councilor Romero-Wirth said the City is to give 30-day notice to the union before using one of them.

Ms. McSherry agreed those are the words but maybe not the understanding.

Councilor Romero-Wirth concluded that we don't have to notify the union until we are going to use one of them.

Ms. McSherry noted it merely says, "the use of."

Councilor Vigil Coppler pointed out it says "intent." We intend to use contractors and that means a lot in context. We intend to utilize them. But it also says, "or" use them for less than 12 months or come back to approve using them longer.

The other thing she had not heard about was evaluating the expertise but with no way to determine that and prove that it will save us money. She had not seen that in this, and we need to honor our CBA.

Ms. McSherry said the language is about notice. Intent is not in this section. It is hard to provide notice before you intend to do something.

Mayor Webber added that the trigger for this is Director Wheeler's notion that the workload exceeds our present capacity. The preference would be to hire people on a fulltime basis and the CARES Act has extraordinary pressure to execute quickly. It is the need to have additional spot help because the demand for work exceeds the City's ability to provide it in-house.

Director Wheeler remembered that Councilor Harris started this long ago. There are often 3-year maximums on big projects and that is the situation we are in right now. It is important to have that capacity

Ms. Glorioso-Moss shared some examples.

Councilor Rivera heard that the contractors would not be used within the next 30 days so sending the letter was his suggestion.

Director Wheeler said she was trying to deploy projects now. There is a lot of work to be done and adding an administrative process to it adds to the burden.

Councilor Abeyta asked if we have used on-call contractors before.

Director Salazar pointed out that this on-call contract has been in place since July 2017 and the language has not changed for over nine years.

Director Wheeler agreed. Public Works uses on-call for design engineering. We use landscaping contractors and have used some at Midtown.

Councilor Abeyta asked if we notified the union before we used them.

Director Wheeler was not aware of the process used in the past.

Councilor Villarreal asked for a friendly amendment that we re-evaluate the agreement after the first year. We understand the urgency but, in a year, she would like to see if we have filled the vacancies then.

She proposed adding, "That the Governing Body would see the on-call agreement after one year."

Director Salazar commented that even if all positions are filled a year from now, there could still be a need for skills our staff does not have.

Councilor Villarreal understood but the Governing Body could still re-evaluate it.

Ms. McSherry suggested amending it as one-year contract, renewable up to four years.

MOTION: Councilor Villarreal moved, seconded by Councilor Garcia, to amend the motion by adding "That the contract would be for one year, renewable up to four years."

Discussion on the amendment:

Councilor Lindell asked if that would slow down the process.

Ms. Glorioso-Moss said she would have to go back to renegotiate with the four contractors because they already signed the contract. It will delay implementation.

Ms. McSherry asked if the RFP was specific about the term.

Ms. Glorioso-Moss agreed. It said four years.

Ms. McSherry concluded that this amendment might not be possible.

Councilor Lindell was concerned about how it would slow us down. It could be months. The second part is to Director Salazar to whom she asked how long the City has been trying to hire engineers.

Director Salazar said it has been several months. There are other departments that have engineers, and we need to determine if we can increase the salary range because we are just not getting applicants.

Councilor Lindell asked how many times we have advertised trying to hire them.

Mayor Webber recalled the conversations around hiring engineers go back to my coming into office. There is a statewide shortage. John Romero was offered a very attractive position at the State. And traffic has significant need. We have put a notice out five or more times. He asked a friend at San Francisco City on what it would take. She said she could recommend people but not at our salary offering.

Mayor Webber was struck by Exhibit B on number of projects undertaken. If we cannot get project management in place, we cannot get them done.

Councilor Lindell did not want to hold up the projects and could not support the amendment.

Councilor Romero-Wirth also had concerns. If we make this change, she wondered if we close lose the contractors that are signed up here. They are in demand and have other choices.

Ms. Glorioso-Moss noted on page 2 of the contract is a requirement for the project manager to provide progress reports to the City.

Mayor Webber said they are really required to make monthly reports.

Ms. Glorioso-Moss agreed. The report includes whether the project is on time or behind schedule.

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

For: Councilor Garcia, Councilor Vigil Coppler, Councilor Rivera, and Councilor Villarreal.

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

VOTE: The main motion was approved on the following (6-3) Roll Call vote:

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

Against: Councilor Rivera, Councilor Vigil Coppler and Councilor Villarreal.

c. Request for Approval of Budget Amendment Resolution – North Central New Mexico Economic Development District-Non-Metro Area Agency on Aging NSIP, Item # 20-0363 (Munis Contract #3201993) in the Amount of $111,126. The NSIP Grant Funds Will be Used to Purchase Raw Food Supplies for Meal Preparation for Eligible Senior Citizens Participating in Our Meal Program During FY 2021. (Gino Rinaldi, Senior Services Division Director earinaldi@santafenm.gov, 955-4710)

Ms. Vigil read the caption for this matter.

MOTION: Councilor Lindell moved, seconded by Councilor Rivera, to approve the Budget Amendment Resolution 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 Approval of Budget Amendment Resolution – North Central New Mexico Economic Development District-Non-Metro Area Agency on Aging FFRCA Federal Sub-Award, Item # 20-0402 (Munis Contract #3201960) in the Amount of $61,325.10. The FFRCA Grant Funds Will be Used to Purchase Operational Supplies for Meal Preparation for Eligible Senior Citizens Participating in Our Meal Program During FY 2021. (Gino Rinaldi, Senior Services Division Director earinaldi@santafenm.gov, 955-4710)

Ms. Vigil read the caption for this matter.

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Rivera, to approve this Budget Amendment Resolution 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. Request for Approval of a Lease Agreement between the City of Santa Fe and the Interfaith Community Shelter Group ("Pete's Place") Located at 2801 Cerrillos Road, for a Four (4) Year Term. (Rich Brown, Economic Development Director, rdbrown@santafenm.gov, 955-6625 and Andrea Salazar, Assistant City Attorney, asalazar@santafenm.gov, 955-6303)

Ms. Vigil read the caption for this matter.

MOTION: Councilor Rivera moved, seconded by Councilor Villarreal, to remand this matter back through the committee process.

Discussion on the Motion:

Councilor Rivera said he had asked questions of the Land Use Department regarding the lease of this property, as it relates to inspections. The building is city-owned, and State CID must do the inspections. But those inspections have not been done. He is looking for them to be done prior to the next Governing Body meeting to be assured that the sprinkler system is working properly and that the building is structurally sound.

Secondly, no appraisal has been done since 2010 so we are due for updated information. There may be further issues. He would be willing to have it come to Public Works/Utilities Committee.

Councilor Villarreal had some concerns. It was not clear that CID is responsible for maintenance. We have some contracts for maintenance of our buildings, and it is unclear if that is our role. There are some aspects of lease agreement that do not address issues of health and safety or of contiguous businesses to that property. There needs to be a concerted effort, working with the shelter and Public Safety, to solve those problems and do this right. It is premature to bring it to the Governing Body and really needs to be heard at the committees first.

Councilor Romero-Wirth understood the issue of safety but asked it needs an appraisal if we are not selling it.

Councilor Rivera said an appraisal is needed for having an appropriate lease amount. That was his understanding.

Ms. McSherry was satisfied as was Director Brown.

Ms. Andrea Salazar explained that the reason for not moving forward with another appraisal was that it falls under an exemption clause regarding fair market value and the anti-donation clause – it falls under care of indigent individuals. So they were comfortable moving forward with a percent increase in the appraised value that was established. It is a 12.5% increase over the last appraised value.

Councilor Romero-Wirth understood.

Ms. Salazar said, under the lease agreement, the City has the right to inspect the premises if there is a suspected concern. She did not know of any inspections previously

Director Ochoa was unaware of any inspections done previously.

Mayor Webber believed a fire inspection was done but was done more than a year ago. He thought it should have been done by the State.

Chief Babcock said the City Fire Department has done an inspection for capacity. He was not sure when the last State inspection was done but would find out for the Governing Body.

Councilor Romero Wirth thought it would be a good idea to know how often this building has been inspected because we want to make sure that if there is a safe building.
Since the lease expires today, we need to keep that facility operable as it houses and important population that we don't want to see turned out into the street. She asked what that would mean if we remain this back to the committees.

Ms. Salazar confirmed that today is end of the state lease. But they can be held over for a month-to-month holdover for month-to-month lease.

Councilor Romero-Wirth asked how long the lease can go on a month-to-month basis.

Ms. Salazar said it would be just until we terminate it or until new lease is entered. There is no end date.

Councilor Romero-Wirth asked that if sent through committees, the QOL Committee should see it. There are a range of concerns and some might not be able to be fixed in the short term. If it does go back, QOL should see it and work to get it renewed quickly because it is important to our City.

Mayor Webber agreed. He recalled in QOL, the Committee has discussed the overlap of needy people and communities.

Councilor Vigil Coppler was curious about anti-donation clause. If the City is not charging at fair-market value, she thought it would be a donation. She asked if it can be substantiated, we are not giving something away. The increase is about 1.25% per year and an appraisal this year would be terribly expensive. If charging much less, we have a fiscal responsibility to our taxpayers since we are not charging enough.

Ms. McSherry explained this fall into the exception as care and maintenance of needy persons. The Governing Body could go lower and that is a policy choice that could be made. She thought it was the right thing to do. Their lease expires at midnight tonight.

Ms. Salazar agreed, but they do have a hold over to go month-to-month.

Councilor Vigil Coppler noted according to the communication from Dan, it was in June and we are here without a committee process today. It seems to me we find ourselves in this position when they are not vetted, and things brought to us at the last minute. She didn't understand why it was delayed for something expiring today.

Director Brown said there is a capacity problem. The City has a collection of parcels developed for sale and once the budget was approved, we were receiving applications. He recognized we needed to get it done and asked for it to be on the agenda tonight.

Councilor Vigil Coppler said that raises even more problems.

Director Ochoa clarified that an inspection was done last year on improvements to the kitchen.

Councilor Romero-Wirth surmised the Board asked this to come directly to Governing Body and not through committees.

Director Brown agreed and we advised them it should go through committees. They wanted it reviewed at next available Governing Body meeting.

Mayor Webber pointed out the importance of this discussion and put it in context of all the City has been doing re homelessness. Director Ochoa is here and Director Wheeler, who was doing so much work at Midtown in our attempt to get arms around the national crisis. We joined the National Strategy to end homelessness. Ian Haggerty came here and met with us and it has been an inspiration to find a way forward re homelessness in Santa Fe and has led to significant steps including Midtown, reducing the number staying at Pete's Place and that population then was 90 and now 30. St. E's has also found new ways to address its population. We are building a chain of care – a system to address this issue. Doing more outreach. Director Ochoa has worked through the Connect Fund to prevent homelessness and if we can find financing for people to stay in a motel, we could have 137 more rooms for housing those people. At same time, the Task Force would be cochaired by Councilor Villarreal and Councilor Rivera that speaks to public safety. He was on a call with US Mayors discussing the most underserved with mental health and health disabilities, who are entitled to legal protection.

So discussing at the committee level on how we intend to produce a systemic approach and address neighbor's concerns and businesses nearby is important. Some see it as a law enforcement issue for outreach to people suffering from these disabilities. The conversation should be productive rather than just a delay. And it is an extraordinary commitment of the volunteers who make it happen each day.

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.

Councilor Romero-Wirth said she would put it on their October 7 agenda.

f. CONSIDERATION OF RESOLUTION NO. 2020-38. (Mayor Webber)
A Resolution Extending the State of Emergency Proclaimed by the Mayor on September 28, 2020, COVID-19 Emergency Proclamation V, by Sixty (60) Days, Pursuant to Section 20-1.2 SFCC. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

Ms. Vigil read the caption for this matter.

Mayor Webber thought there was an amendment and asked Mr. Guillen if it is in the packet.

Mr. Guillen said it was sent to all Councilors as Exhibit E but it was not in packet.

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Lindell, to approve Resolution No. 2020-38 as amended.

Discussion on the Motion:

Councilor Garcia asked for clarification regarding the authority to City Manager for signing contracts up to $200,000 if it was just those related to COVID or to any contract.

Ms. McSherry clarified the order of extending is not related to City Manager authority. But her authority would be for all contracts.

Councilor Garcia noted the conditions around the pandemic have not happened as fast as we hoped in March. We probably will be in it for at least one year. So he asked if we going to continue with 60-day orders and there are the Governor's orders to follow. He was not in favor of doing it every sixty days.

Mayor Webber said it was a good question. There are several policies for the public. We are in a spread rate where we were in April. We are not making the progress we would like to see. There are specifics in the order such as water shut-off moratorium, etc. The grocery help order had him meeting with the four general managers to check their progress on the stipulations in the declaration. On a large basis, he was happy Santa Fe is in direct alignment with the Governor and perceived as sending the same order. It is a health emergency, a profound pandemic threatening lives in the City. We want the severity of this health emergency to be a matter of public record and hoped in the near term, we would not need the emergency declaration. But right now we are at risk and doing what we can to implement that message. And it tells the citizens how concerned we are with their health and safety.

Councilor Garcia pointed out that we have additional needs now like supporting our students who may be home for a while and to partner up with SFPS and any other kid trying to make it through the pandemic and priorities are changing and we need to adapt to that.

Mayor Webber agreed, and there are some new conditions of need that must be addressed.

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.

g. City of Santa Fe Municipal Court Update. (Virginia Vigil, Municipal Judge, vmvigil@santafenm.gov, 955-5110) INFORMATION ONLY

Ms. Vigil read the caption.

Judge Vigil was present virtually and said she is required to report twice each year. She submitted a report surrounded by Supreme Court COVID orders. The current process is to do trials by Zoom. So we are operating at the same workload or caseload as before the pandemic and perhaps a little more. We are quite busy today and the load has been escalating. Quite a few trials are being conducted.

We had a visit to make sure social distancing is practiced and we have been able to transition to this point. It is not yet a normal state, but everything is being done telephonically or by Zoom.

Mayor Webber said our police department has issued significant citations and wondered what is seen in the courtroom virtually.

Judge Vigil said that was her reference in escalation. We are seeing the result from that. We had two face mask cases and both pled guilty and were given a warning. We also see more traffic citations.

Councilor Villarreal asked how the court facilitates community service during this time.

Judge Vigil said there are people who cannot pay the court costs. A couple of places have been used that do allow community services. The top place is the Food Depot who has welcomed community services. That was preapproved by the Governing Body. Kitchen Angels is another. Parks and Rec has also been a choice for community services. That has made it much easier.

Mayor Webber thanked Judge Vigil for the update.

h. Request for Approval of Additional Governing Body Meetings, if Needed, to Address CARES Act Related Items or Any Other Timely Items: (Jarel LaPan Hill, City Manager, jlapanhill@santafenm.gov, 955-6848)
   - Wednesday, November 18, 2020
   - Wednesday, December 2, 2020
   - Wednesday, December 16, 2020

MOTION: Councilor Garcia moved, seconded by Councilor Lindell, to approve the proposed dates for special Governing Body meetings as presented.

Discussion on the Motion:

Councilor Villarreal pointed out that CDC meets on November 18 and December 16. She asked if the Governing Body meeting could start later because of the conflict. Do they have to start at 4:00 or maybe 5:00?

Manager LaPan Hill said 4:00 was in the new resolution but she was open to a better time. 5:00 would be fine.

Councilor Villarreal noted that December 2 is the QOL Committee date too.

Manager LaPan Hill agreed.

Councilor Villarreal wanted to start at 5:00 on November 18. CDC might not meet on December 16.

Manager LaPan Hill accepted November 18 and December 16 at 5:00 and December 2 at 4:00.

Ms. McSherry suggested calling them all special meetings.

Councilor Villarreal considered them as special meetings.

Councilor Romero-Wirth wondered about flexibility on times. She was amenable to cancel QOL if necessary. She would not know for sure until we get closer. She asked about announcing times.

Councilor Garcia suggested moving December 2 to Tuesday, December 1.

Mayor Webber deferred to the Governing Body and City Manager. He assumed the time was from the resolution.

Manager LaPan Hill said the preference of the Governing Body is okay. We were just trying to make them consistent.

Mayor Webber suggested withdrawing the motion and make a new one with times.

Councilor Vigil Coppler asked if October 22 is still a special meeting

Manager LaPan Hill agreed. That one is focused on Land Issues and a public hearing.

Councilor Vigil Coppler pointed out that in PrimeGov the times are shown as 4 pm and 6 pm.

Manager LaPan Hill did not know why 6 pm was there because it is not an afternoon and evening session. It is just one meeting.

Ms. Vigil said she will show it as a single meeting.

Councilor Vigil Coppler added that if we don't need them, we won't hold these meetings, but asked when that will be known.

Manager LaPan Hill said the notice will meet the standard 72 hours for notification.

Councilor Cassutt-Sanchez hoped for a 5:00 starting time because 4:00 was challenging for her schedule.

Motion Withdrawn

Councilor Garcia withdrew his motion and Councilor Lindell withdrew her second.

Ms. Vigil recommended to approve the dates and she would work with Councilors on the starting times.

Councilor Garcia – moved to approve the proposed schedule for the special meetings on Nov 18, Dec 1, and Dec 18 with starting times TBD. /Councilor Lindell.

MOTION: Councilor Garcia moved, seconded by Councilor Lindell, to approve the proposed schedule for the special Governing Body meetings on minutes of the special Governing Body meeting on September 17, 2020 at times to be determined.

Amendment to the Agenda

MOTION: Councilor Rivera moved, seconded by Councilor Villarreal, to amend the agenda to suspend the remainder of the afternoon session, observe a 5-minute break and then go to the evening session and return to the afternoon agenda, starting with item 12 after the evening session agenda is finished.

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.

Brief Recess

The Governing Body took a break at 6:58 p.m. and reconvened for the evening session at 7:03 p.m.

EVENING SESSION - 7:08 P.M.

14. **ROLL CALL**

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
None

15. **PETITIONS FROM THE FLOOR**

Lisa Schub asked for the date of GCCC skating rink reopening. She noted it took 14 days to reopen golf courses MRC and 14 days to open the GCCC pool. "You might think it is a so-called victimless crime, but it takes two weeks' time to get the ice ready." I feel terrible about traveling and paying Albuquerque fees to use their rink. Now the City is preparing to open the Salvador Perez pool. Please give us an opening date and think about the wellbeing of youth and adult skaters. Thank you."

Stefanie Beninato said she previously sent in comments on discussion items. She was here today to talk about pools. Staff are working on changes regarding pool use. She also pointed out that Salvador Perez still needs to do a couple more months of work and after two years, is finally set to open. Regarding the complaint process, even when they file their final report, we have our own paperwork to do, whereas the other person violating doesn't have to fill out more paperwork. So they can just keep on violating. Then, someone building five years later doesn't know about it. At a recent Historic Districts Revie Board meeting, she let her concerns be known. She got the impression that no one on the Board wanted to hear her concerns. And Lisa Roach told her to not bother her with emails. She sent her comments for the Governing Body because all Councilors need to know what is going on in the City.

There were no other petitions from the floor.

16. **APPOINTMENTS**

a) Occupancy Tax Advisory Board

Ms. Vigil named the appointments for the OTAB:

Councilor Villarreal/Councilor Rivera – to approve – unanimous.

MOTION: Councilor Villarreal moved, seconded by Councilor Rivera, to approve the appointees to the Occupancy Tax Advisory Board 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) Community Health and Safety Task Force

Ms. Vigil named the appointments with Councilor Villarreal and Councilor Rivera is Co-Chairs.

MOTION: Councilor Villarreal moved, seconded by Councilor Garcia, to approve the appointments as presented.

Councilor Garcia congratulated the selection committee for a nice diverse membership and was looking forward to the work to be accomplished. What comes out of the Task Force will change the direction of Santa Fe.

Councilor Villarreal thanked everyone who applied for membership on the Task Force. Over 66 people applied, and some were not eligible because they were county residents. It was a rigorous process with interviews. She commended those who won't be on the Task Force but participating in other ways.

Councilor Rivera also thanked all who applied. There were so many that it was hard to leave people out. He hoped they would continue to stay involved with City activities. He looked forward to the work.

Mayor Webber thanked both for agreeing to be co-chairs with all the discussion on policing and health reimagining. He added that the City is keeping the resumes for future use to invite them into other service with the City.

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.

19. **PUBLIC HEARINGS**

a) **CONSIDERATION OF BILL NO. 2020-27.ADOPTION OF ORDINANCE NO. 2020-____. (Councilor Rivera and Councilor Vigil Coppler)**
An Ordinance Amending 12-2.1 SFCC 1987 to Update the Version of the International Fire Code Adopted by the City of Santa Fe. (Geronimo Griego, Fire Inspector II, gggriego@santafenm.gov, 955-3310)

This item was postponed to October 14,2020 under Approval of Agenda.

b) **CONSIDERATION OF Bill No. 2020-24. ADOPTION OF ORDINANCE 2020-24.** (Mayor Webber)
An Ordinance Creating New Section 7-1.11 and 14-13 SFCC 1987, Establishing a Fee Schedule for Services Provided by the Land Use Department; Repealing Section 7-3.3, Regarding the Permit Fee to Move a Building; Amending Section 14-8 to Allow the Land Use Director to Issue Certain Preliminary Permits at the Owner's Own Risk; Amending Section 14-9.5 to Clarify the Process for Constructing Public and Quasi-Public Improvements Prior to Commencement of Other Aspects of Development; Adding a Definition to Subsection 14-12.1 for "Permit, Emergency Grading at Owner's Risk:, "Permit, Limited Grading", "Permit, Preliminary Clearing and Grubbing", and "Site Restoration"; and Establishing an Effective Date. (Eli Isaacson, Land Use Department Director, eaisaacson@santafenm.gov, 955-6830 and Jason Kluck, Assistant Land Use Department Director, jmkluck@santafenm.gov, 955-6729)

Ms. Vigil read the caption for this public hearing.

Director Isaacson was present.

Mayor Webber explained the process.

Staff Presentation

Director Isaacson presented this proposed ordinance to the Governing Body. The primary objective is to add a new section 7-1.1 and 13-14 creating a new fee structure for the Land Use Department and an amendment to among other things, add a definition for site restoration. Many of the services are provided at no charge. The Planning Commission has recommended approval on this. He noted that the Assistant Land Use Director, Jason Kluck, was also in the meeting.

Public Hearing:

Stefanie Beninato, at PO Box 1601, said what she appreciated about the ordinance is allowing some preliminary processes. She had a little concern but liked that important process. As Director Isaacson pointed out, I think you see, the new computer system from a few years ago is much different.

There were no other speakers from the public.

Questions from Governing Body

Councilor Romero-Wirth asked Director Isaacson about the Planning Commission recommendation because she saw nothing in the packet about a recommendation or what changes they made to it.

Director Isaacson explained that the Planning Commission did make a recommendation to approve but also made amendments on some definitions and had questions.

Councilor Romero-Wirth thought those amendments must have been incorporated into the ordinance since there was nothing as a stand-alone amendment.

Director Isaacson agreed. They provided a substitute ordinance that included the Planning Commission amendments.

Councilor Vigil Coppler said she had a good discussion with Director Isaacson yesterday. Some of her questions did not get clarity. She wondered what rationale there was for the fees proposed and what they

are based on. The other matter of concern was where we are now with service charges. Taxpayers are already paying into the City, including property taxes and GRT. The services are paid for through the General Fund. And we have been told about the burden on Staff as significant. But to her, this is more like privatization. If it is fee-based money, why would it not be characterized as an enterprise fund and the money stay within the LUD. If it means an increased workload, then those fees should be as in an enterprise fund so extra staff could be hired. But she was told the fees all go into the General Fund. If we are going to collect them and citizens are already paying for the salaries, the fees should stay in LUD. Or if not, why are we collecting fees in the first place? This is very cyclical, and she recalled when the City had no developments going on.

Ms. McSherry thought this line of questioning should be considered after a motion.

Councilor Vigil Coppler asked why the fees going into the General Fund rather than separate accounting within the LUD so they can get the Staff they need. We are not truly accounting to builders or developers with their money. The taxpayers are already paying for these positions. She proposed they be kept within LUD to be best able to hire people for the increased workload. They could be term employees. Why can't we do that?

Mayor Webber asked Director Isaacson or others to respond to this question.

Director Isaacson said there are two categories of fees – some are existing, and we increased them because of evaluation of the time and staff effort and trying to align the fees to the amount of funding. Probably one reason is because of all the hiring of folks with more experience to conduct more sophisticated reviews. The new fees are in review of services we have not charged for – things that really help the applicant to avoid stumbling blocks and sometimes require 7-8 staff in meetings and that costs the City quite a bit. That is how we see the new fees on costs to the City to provide those services.

Regarding enterprise, the LUD is not currently an enterprise fund operation. Some larger cities do operate that way. But typically not for a city of our size. That is beyond the scope of this ordinance amendment. It is an interesting question. But he was not able to address it this evening. Ms. McSherry might have other advice.

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Lindell, to approve Ordinance 2020-24 as presented.

Discussion on the Motion:

Councilor Vigil Coppler commented this is a concern because she has been in this business a long time and it is a question she gets asked and the fees don't seem to improve the service. She had paid two fees and her project was never reinspected afterward. Many builders who have been here a long time say maybe the City needs more staff and she agreed.

The LUD is reactive and not proactive. If we had enough staff, we could be more helpful. The City used to do program budgeting and knew exactly how much things cost. It has been a very intricate budgeting process. Collecting fees means we should be able to say what was done with the money received. What is better for the extra money I am paying? She didn't disagree with Staff, but we have a right to think more globally about things and this is more global. We are charging extra fees and promising more services but commingling the fees in the General Fund and we cannot say what extra service they get for the fees they never had to pay before. These fees could be used back in LUD for staff that they need.

Councilor Garcia had a possible correction in the fee table under preapplication. The fee looks like an excel spreadsheet formula instead of an amount. He asked on several fees why they are going up so high - variance fees also. What is the rationale for those?

Director Isaacson said it is the associated staff time and the City's cost for handling the service. We looked at other jurisdictions also to find out what they are charging for that service.

Councilor Garcia asked if the City is in alignment on what we will be charging with this amendment.

Director Isaacson agreed.

Councilor Garcia asked what the new added steps are to go through that a developer might have to pass on to the customer and how that would affect that business.

Councilor Garcia asked what the mandatory preapplication meeting is.

Director Isaacson said it is associated with large projects typically but would not be held for a homeowner doing remodeling or adding on to their home. But in navigating an overlay district. $500 is not a lot in a project budget. It

is usually passed on to the consumer. In aggregate, it is very useful to the City. You will see we have not increased some fees at all.

Councilor Garcia was concerned about how he has heard consistently from developers about all the time they must wait for approvals. Some were three to four months. He understood the City is strapped for enough members on our team. Will these fees allow a more time efficient response for approvals?

Director Isaacson said that was their hope in the Land Use Department. He said it is increasing revenue city-wide. The LUD is now funded by the General Fund so with fees going into the General Fund, more funding to hire additional staff would result.

Councilor Garcia asked what added necessities there will be for people who want to build a new house on a vacant lot.

Director Isaacson noted we have not increased our permit fees per se. One example that might impact a typical residential project is our recommended charge for revision, which is when we find issues that must be corrected in an application. An amendment is a change we find in the field. With them, after the first time, if you must come back second or third time, the fee is charged. Another one is for time extensions of the construction period at a $100 fee.

Councilor Villarreal had a couple of things related to the industry. the Santa Fe Homebuilders Association inquired about the changes and getting feedback from them. If the fees make sense to them. She asked Director Isaacson what interaction or response from them he had received.

Director Isaacson said they got a request from the Executive Director and sent him a response and did not receive any follow-up. For the most part, the fees don't affect the homebuilders.

Councilor Villarreal said Mr. Comley would usually let us know if there were concerns. So not hearing back is a good thing.

She agreed that fees generated in LUD should go back to LUD to staff up as needed. It was clearly a goal. She felt in the past, we made it clear that such fees generated would go back there.

Director Isaacson did not have a good answer for that but the need for additional revenue is real.

Councilor Villarreal would like to make that a directive of what we would like to see.

Mayor Webber was not sure that is handled as a directive but a matter during budget negotiations or as a matter of fiscal policy and not just an assertion. We would have to explore what was done under prior administrations to see how it was set up.

Ms. McSherry said it could have been a budgetary decision in the past. She was not aware of any resolutions on that. An ordinance would be better than a resolution.

Councilor Villarreal said the City had a goal of using fees where they were generated to have sufficient staffing. She just wanted to continue that. We've never been fully staffed in LUD.

Councilor Romero-Wirth commented that the legislative philosophy is for fewer dedicated funds and more in General Fund to be able to allocate it. Dedicated funds are frowned upon. Getting away from it is good. Our enterprise funds are not self-sustaining. A point was made earlier about the ebb and flow of development industry. We are in a boom right now. But sometimes the cycle goes down and if we are relying on fees to support the department, it would not work.

So in the General Fund, we prioritize where we want funds to go and where it will do the most. We want better services and be fully staffed, and the Governing Body could prioritize that to happen.

Councilor Vigil Coppler read in the FIR that these funds are recurring funds and that is not true. They are fees so we have ebbs and flows and we still haven't experienced how much impact the increases will do for Affordable Housing. She thought the categorization of this new money cannot be depended on.

Mayor Webber agreed and asked about data that is available. In general, how LUD has been doing. Given the understaffing and strain the Department is under, how it is going with permitting this year.

Director Isaacson said it is going well for LUD. We were able to shift from over the counter to electronic methods. But no matter how it is done, it is hard. We have dedicated people and a useful framework done every day for the construction industry here.

Mr. Kluck echoed the response. He has been in LUD almost one year and was very excited to be here and meet the challenges. What Carol Johnson passed on was good and then COVID hit as a roller coaster ride. But we have risen to the challenge and he assured the Governing Body that he supports the building community as much as possible. There are more challenges with the health crisis, but our staff is responsible, in their work.

We issued 6,599 permits last year and it is on par this year - with about 5,500 permits and slightly less revenue.

Also, to address something Councilor Vigil Coppler addressed, these permit fees over the last six months were worked on to submit for approval. Staff verified where the fees are, and these are definitely in line with Colorado, Texas, and Arizona. Not all cities use these fees. We are right there, based on home value, with these others states. Our fees have not changed in last five years and we want to look at them every five years. The fees we are adding are definitely needed.

Mayor Webber appreciated the depth of his knowledge and the data. He asked for an estimate on number of houses being built right now.

Director Isaacson said for those under construction that have been approved by the Planning Commission or Governing Body, the total is 2,100 right now. It was not that much in recent history in Santa Fe. And that is not to mention multi-family construction, some of which is affordable housing.

Councilor Abeyta asked when the last time we increased land use fees was.

Director Isaacson didn't have that in front of him and would follow up.

Councilor Villarreal thought it was four years ago.

Director Isaacson said one of his staff members had texted 2008 was the last time. We have revised certain portions of them as recently as last year. So we have done piecemeal revisions but overall, not since 2008.

Councilor Abeyta added that he gets comments from builders that they would be happy to pay more fees if they could get approvals back quicker. Maybe certain permits don't need as much paperwork. Any time you can make it quicker, they don't mind paying higher fees.

Director Isaacson understood and said they have taken on that challenge to make it happen quicker. As part of the COVID response is an express permit for things that don't take as much review. So we are taking an opportunity to streamline our process and with short staff, we need to find those.

Mr. Kluck added that in the new fee schedule on page 2 is one for expedited plan review. We are definitely interested in that process and hopefully can implement it soon.

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) CONSIDERATION OF BILL NO. 2020-22. ADOPTION OF ORDINANCE NO. 2020-25. (Councilor Lindell, Councilor Villarreal, and Councilor Romero-Wirth)
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. (Eli Isaacson, Land Use Department Director, eaisaacson@santafenm.gov, 955-6830)

Ms. Vigil read the caption for this public hearing.

Director Isaacson introduced the ordinance. It adds a definition in the code to add commissary kitchens as a permitted use with a special use permit if within 200 feet of a residential property.

Ms. Paez recommended in this matter to swear in applicants testifying for these ordinance changes.

Mayor Webber did not realize it was applicant driven.

Director Isaacson said the testimony was initiated by a member of the public under the sponsorship of Councilor Lindell and Councilor Villarreal.

Mayor Webber had no problem turning it over to an applicant.

Councilor Rivera asked Ms. McSherry if the public can initiate policy.

Ms. McSherry clarified it is not for sponsorship, but we could pull it up.

Ms. Paez said there is a specific section for which people requested an amendment and that can be done by any person.

Councilor Rivera asked if the presentation would be outside of public comment.

Ms. Paez recommended it be part of the public hearing. We swore in all making testimony on this at the Planning Commission. This falls a little more toward submittal although it applies to the whole City.

Public Hearing

Andrea Abedi, 1533 West Cieneguita, was sworn in and mentioned her partner, but would make the presentation by herself. She said commissary kitchens are for food distribution – to prepare food for retail to help economic development and to create a resource for those wishing to start a food business. She further explained how such kitchens help the community, e.g., for farmers to distribute their produce to the community.

Stefanie Beninato, P. O. Box 1601, was sworn. She appreciated the explanation about commissary kitchens. She said there might be a lot of different things in the same building. More separation of processing and then distribution somewhere else. She thanked the applicant for the explanation and purpose.

There were no other speakers from the public and the public hearing portion was closed.

Governing Body Questions

MOTION: Councilor Villarreal moved, seconded by Councilor Lindell, to adopt Ordinance No. 2020-25 as presented.

Discussion on the Motion.

Councilor Garcia asked to be a cosponsor of this legislation.

Councilor Vigil Coppler was curious about the Convention Center and whether the City is using that as commissary kitchen.

Director Isaacson said it can be rented as commissary kitchen. He didn't know how much the charge was. He offered to track it down for her.

Councilor Vigil Coppler wondered how the public finds out about that.

Director Isaacson said people would contact Director Randall about it.

Councilor Vigil Coppler asked if the convention center could be used if the Governing Body did not approve this.

Director Isaacson thought so. This is a use allowed in other areas of the City and this amendment allows it in C-1 zones.

Councilor Vigil Coppler asked if those kitchens get inspected in the same way by the Environmental Division.

Director Isaacson agreed. It is considered as a certified production facility by them. It would be established on privately held property and the city would review and inspect the construction and mechanical, electrical, and plumbing facilities prior to operation. Then they would need inspection certification from NMED prior to opening. Prior to a business license, our department would make sure it was all done.

Councilor Vigil Coppler asked if the City reviews ourselves at the Convention Center.

Director Isaacson was not sure what has been done at the Convention Center kitchen. No one in his department would have oversight over that. He would direct that to Director Randall also.

Councilor Vigil Coppler asked if approval tonight allows commissary kitchen, and if the City reports those we approve to NMED

Director Isaacson clarified the request for health inspection comes from the owner or operator of the commissary kitchen. They would call to request the inspection.

Councilor Vigil Coppler thought they would not just inspect once.

Director Isaacson agreed. They happen on more of an annual type basis.

Councilor Vigil Coppler thanked him for his answers. She would like an information sheet on the requirements for the Convention Center and what our fees are.

Director Isaacson would track it down and provide it to her.

Councilor Villarreal commented that this was actually asked how it could be made legal because we did not have any term for this project. And LUD had no ability to amend the code and proposed hiring an attorney. They spent a lot of money and worked on it for over a year. She recommended it as the process for everyone. This will be more accessible and fees probably different. It is not an easy place downtown to use the kitchen at the Convention Center. She appreciated staff coming up with a solution, but it is not easy. She hoped and wished them success and hoped there will be ways that people can access it and make it affordable and ways they can work it out to be accessible. She wouldn't even compare it with the Convention Center kitchen.

Councilor Romero-Wirth was sorry to hear they had such an ordeal. The public can approach a Councilor to introduce legislation. We have that capacity, and she was sorry they had to hire lawyers and make it such a big deal.

Mayor Webber added it really is part of our focus on economic development and growing that segment rewards a lot of entrepreneurs. Hopefully, it will bring spin-offs of growing, producing food and nurture it.

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) CONSIDERATION OF BILL NO. 2020-23. ADOPTION OF ORDINANCE NO. 2020-____. (Councilor Lindell and Councilor Vigil Coppler)
An Ordinance Amending Section 23-7.4 Relating to Golf Rates at the MRC. (Jennifer Romero, MRC Manager, jcromero@santafenm.gov, 955-4465) (POSTPONED TO OCTOBER 14, 2020)

Return to Afternoon Session:

12. **MATTERS FROM THE CITY MANAGER**

Manager LaPan Hill wanted to highlight our vacancies and job posting. The Community Health and Safety Director, Asset Manager positions and others are on our web site. We are really excited about them. The engineer is also on there.

We want to get the postings out to a much wider audience. She asked and encouraged the Governing Body to help with that effort by sharing the openings with their networks to get good candidates.

13. **MATTERS FROM THE CITY ATTORNEY**

The City Attorney recommended going into executive session to discuss the two items listed on the agenda.

EXECUTIVE SESSION

a) In Accordance with the New Mexico Open Meetings Act, Specifically NMSA 1978, Section 10-15-1, Part (H)(7), Discussion of Pending or Threatened Litigation, Including But Not Limited to, Two Cases Filed in the First Judicial District Court, Both Captioned Gail Gilbert v. City of Santa Fe, Case Numbers D-101-CV-2020-00979 and D-101CV-2019-02819; and (Erin K. McSherry, City Attorney; ekmcsherry@santafenm.gov, 955-6512)

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

MOTION: Councilor Rivera moved, seconded by Councilor Garcia, to move into closed executive session to discuss the matters listed on the agenda.

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

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

Against: None.

The Governing Body went into executive session at 8:54 pm.

The executive session ended at 10:35 pm

Councilor Rivera moved, seconded by Councilor Villarreal, to come out of executive session stating for the record that discussion was limited to the items on the agenda.
Vote - Councilor Abeyta was not present for the vote. Unanimous otherwise. At 10:42.

MOTION: Councilor Rivera moved, seconded by Councilor Villarreal, to come out of closed executive session, stating for the record that discussion was limited to the items on the agenda.

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

For: Mayor Webber, Abeyta, Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler and Councilor Villarreal. Councilor Abeyta was not present for the vote.

Against: None.

14. MATTERS FROM THE CITY CLERK

None.

15. COMMUNICATIONS FROM THE GOVERNING BODY

Councilor Garcia reminded everyone that next week is the last week to respond to the Census in. The website is 2020census.org. Early voting starts next week. His background showed the seven archangels that have been restored on the river walk. They are part of iconic downtown Santa Fe. He was happy they got restored. One collapsed and he hoped it would also get restored. The sculptor was very traditional using all-natural pigments from local plants. That is awesome. Jose did well.

Councilor Lindell introduced a resolution in support of the Veterans' National Cemetery which is a wonderful program. She also wanted to say she "knew a gal who has lived through two pandemics – one in 1918 and one in 2020. My Mom turned 103 on Monday. It has been a hard year for her, and she says she was just waiting for the call and was afraid God had forgotten about her. She does her best to enjoy the day. It is amazing – Happy birthday Mom. Thank you."

Councilor Romero-Wirth wished Happy birthday to Councilor Lindell's mom.

Councilor Rivera signed on to Councilor Lindell's resolution and wished her Mom a happy birthday.

Councilor Vigil Coppler said happy birthday to Mom Lindell and she had a couple of questions for Manager LaPan Hill about the ice rink. In the first memo, it said October 7 and the second said October 21. When will it be open?

Manager LaPan Hill said it is a work in progress and they have a few more steps to undertake. The October 21 is the current projected date. There were mechanical issues in turning the ice on again. The work on it was completed. It is complicated and she will put out a memo tomorrow and address the discontent. They are working diligently to get it done.

Councilor Vigil Coppler thanked her. That is very good news and there are a lot of people waiting for that including her own children. She asked the same question about Ft. Marcy. At one time it was to open by the time Bicentennial closes and Perez was to open but that is now delayed.

Manager LaPan Hill said they all are a work in progress. We are not able to open both Ft. Marcy and Perez at the same time. We are working through what the reopening plan is from staffing and COVID procedures. We have gotten increasing numbers for safely opening. The major construction is very close to completion. She had no definitive date yet. We will not be able to maintain all facilities as we have previously.

Councilor Vigil Coppler said she got a communication from employees that they must learn what is happening to them in the newspaper. If possible, increased communications with employees would be helpful. It is not a good practice for that.

Manager LaPan Hill agreed. We still have lots of items to work through. But point heard and taken for better communications.

Councilor Cassutt-Sanchez wished a happy birthday to Sig's mom. One of her favorites was yesterday. It was her father's birthday. She has not seen him in about a year now.

Mayor Webber said Councilor Abeyta let him know he has nothing to communicate.

Mayor Webber introduced a long ordinance concerning short term rentals so he would not read the whole thing. But it will move through the process.

Regarding the Census and voting, he noted the election is very close – right on us. He asked everyone to please register, which is a requirement for democracy to work. Have a voting plan with seriousness. Same with census which is real money coming back to New Mexico.

He wished Councilor Lindell's mom a happy birthday. "We love her mom dearly and we send remembrances, congratulation, and great love to her."

Councilor Romero-Wirth had nothing to add.

20. **ADJOURN**

Having completed the agenda and with no further business to come before the Governing Body, the meeting was adjourned at 10:58 p.m.

Approved by:

_____
Mayor Alan Webber

ATTESTED TO:

_____
Yolanda Y. Vigil, City Clerk

Respectfully submitted by:

_____
Carl G. Boaz, Council Stenographer

CITY COUNCIL MEETING
EXECUTIVE SESSION
September 30, 2020

The Governing Body of the City of Santa Fe met in an executive session duly called on September 30, 2020 beginning at 9:03 p.m.

The following was discussed:

a) In Accordance with the New Mexico Open Meetings Act, Specifically NMSA 1978, Section 10-15-1, Part (H)(7), Discussion of Pending or Threatened Litigation, Including But Not Limited to, Two Cases Filed in the First Judicial District Court, Both Captioned Gail Gilbert v. City of Santa Fe, Case Numbers D-101-CV-2020-00979 and D-101-CV-2019-02819; and

b) In Accordance with the New Mexico Open Meetings Act, Specifically NMSA 1978, Section 10-15-1, Part (H)(8), Discussion of the Sale of the Recently Acquired Santa Fe Estates Property.

PRESENT
Mayor Webber (Attended Virtually)
Councilor Abeyta (Attended Virtually)
Councilor Cassutt-Sanchez (Attended Virtually)
Councilor Garcia (Attended Virtually)
Councilor Lindell (Attended Virtually)
Councilor Rivera (Attended Virtually)
Councilor Romero-Wirth (Attended Virtually)
Councilor Vigil Coppler (Attended Virtually)
Councilor Villarreal (Attended Virtually)

STAFF PRESENT
Jarel LaPan Hill, City Manager (Attended Virtually)
Erin K. McSherry, City Attorney (Attended Virtually)
Yolanda Y. Vigil, City Clerk (Attended Virtually)
Marcos Martinez, Senior Assistant City Attorney (Attended Virtually 9:03 p.m. – 9:19 p.m.)
Sally Paez, Assistant City Attorney (Attended Virtually 9:03 p.m. – 9:55 p.m.)
Rich Brown, Economic Development Department Director (Attended Virtually 9:56 p.m. – 10:34 p.m.)
Andrea Salazar, Assistant City Attorney (Attended Virtually 9:56 p.m. – 10:34 p.m.)

There being no further business to discuss, the executive session adjourned at 10:34 p.m.

Yolanda Y. Vigil, City Clerk

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 10/05/20
FOR CITY COUNCIL MEETING OF 10/14/20

a) Project Status Presentation and Request for Retroactive Approval of Amendment No. 2 to the contract for construction for CIP Project #503a (Salvador Perez Recreation Building – structural and building envelope rehabilitation), for the purpose of an increase of $35,457.72 to the contract amount for additional deferred maintenance scope as detailed in the memo, the B&D Industries cost proposal and the presentation materials. (Anson Rrane, PW Project Administrator, aerane@santafenm.gov, 955-5935)

Committee Review:
PWC (approved) 5-26-20
Finance (rescheduled) 10-05-20
Governing Body (scheduled) 10-14-20

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

9-19-20

ACTION SHEET
PUBLIC WORKS AND PUBLIC UTILITES COMMITTEE MEETING OF 05/26/2020

ISSUE NO. 7B

B) Project Status Presentation and Request for Approval of Amendment No.2 to the Contract for Construction of CIP Project #503A (Salvador Perez Recreation Building – Structural and Building Envelope Rehabilitation for the Purpose of an Increase of $35,457.72 to the Contract Amount for Additional Deferred Maintenance Scope, Detailed in the Memo, the B&D Industries Cost Proposal and Presentation Materials (Anson Rane, PW Project Administrator, Aerane@Santafenm.gov, 955-5935)

COMMITTEE REVIEW

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

PUBLIC UTILITES COMMITTEE ACTION: Approved on Consent to forward to the 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

Public Works Dept. - Facilities Division

MEMO

DATE: September 29, 2020

TO: Finance Committee / Governing Body

VIA:

Regina Wheeler, Department Director, Public Works
Michael Rodriguez, Division Director, Facilities

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

ISSUE: Project Progress Update and Retroactive Approval of Amendment No. 2 for Salvador Perez Recreation Building Structural and Building Envelope Rehabilitation

PROJECT SUMMARY

Extensive remodeling has been completed on the Salvador Perez Recreation Building over the past year. The scope of work included the rehabilitation of the insulation and building envelope, structural repairs, HVAC replacement, upgrades to the locker rooms and swimming pool resurfacing. Four general contractors were engaged to complete this broad scope: B&D Industries for building envelope and structural; Ameresco for HVAC, FacilityBuild, Inc. for the locker rooms and PoolPro LLC for pool resurfacing.

During the work performed by B&D Industries, a number of deferred maintenance items were discovered that were beyond the scope of work of their contract. These additional scope items addressed code and safety issues (see list below) and were therefore necessary to perform. In consideration of the critical nature of the work and with the understanding that the City of Santa Fe purchasing procedures do make accommodations for retroactive approval of contract amendments in certain situations such as this one, the Facilities Division directed B&D to proceed. The total cost for this additional scope of work is $35,457.72.

The project is funded by the 2018 GRT bond for $2,450,000. The total project cost, including a previous Amendment 1 and this Amendment 2 to B&D Industries, as well as a change order to Pool Pro LLC, will be $2,480,198. Additional funds from savings from the City Hall Roof Replacement GRT project, in the amount of $30,198, will transferred to the Salvador Perez Recreation Building project to address the budget differential.

SUMMARY OF B&D CONTRACT AMENDMENT NO. 2

1. Provide repairs to existing fire protection system backflow and fire sprinkler heads.
2. Repair gas leaks in existing gas piping and re-route section of existing exterior gas line for code compliance (existing gas line was covered by wall finish).
3. Provide temporary heat for the facility during gas shutdown for gas repairs and re-routing.
4. Demolish and remove existing damaged and non-code compliant reception counter.
5. Provide ductwork mitigation/cleaning required due to the shutdown of natatorium HVAC air-handler unit for work by others (Ameresco) and for deferred maintenance.

PROJECT SCHEDULE

The work of all four contractors has been completed. Additionally, Facilities and Parks and Recreation Division staff have been completing pre-occupancy work and tasks including the fabrication and installation of a new reception counter, the recharging of the pool filtration system and pool heater startup and the move-in and set up of fitness equipment.

BUDGET

Funding is available from the Salvador Perez Project: GRT1835502 (org 3359980 object 572970) and from the City Hall Roof Replacement Project: GRT18355A2 (org 3359980 object 572970) from which $30,198 will be moved into the Salvador Perez Project: GRT1835502 (org 3359980 object 572970).

REQUESTED ACTION

Request retroactive approval of Amendment No.2 to the B&D Contract for Salvador Perez Recreation Building Structural and Building Envelope Rehabilitation to increase compensation by $35,457.72 to $1,339,838.98 inclusive of NMGRT.

ATTACHMENTS

City of Santa Fe – Amendment No.2 to Agreement Between Owner and Contractor (Exhibit 1)
Contractor's Amendment #2 Price Proposal dated 4/27/20 (Exhibit 1,A)
Contractor's Certificate of Liability Insurance (Exhibit 1,B)
Procurement Checklist – B&D Amendment 2 (Exhibit 2)
Summary of Contract – B&D Amendment 2 (Exhibit 3)
Memo to City Manager required for Retroactive Approval (Exhibit 4)

LEGISLATIVE SCHEDULE:

Finance Committee: 10/5/2020
City Council: 10/14/2020

City of Santa Fe New Mexico

Public Works Dept. - Facilities Division
MEMO

DATE: May 14, 2020

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

VIA:

John Romero

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

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

ISSUE: Project Progress Update and Approval of Amendment No. 2 for Salvador Perez Recreation Building Structural and Building Envelope Rehabilitation

PROJECT SUMMARY

The Salvador Perez Recreation Building has been undergoing extensive improvements for the past six months to address mold and ventilation issues as well as extensive deferred maintenance for the facility. The scope of work has included the rehabilitation of the insulation and building envelope, structural repairs, HVAC replacement, upgrades to the locker rooms and swimming pool resurfacing. Four general contractors are engaged to complete this broad scope: B&D Industries for building envelope and structural; Ameresco for HVAC, FacilityBuild, Inc. for the locker rooms and PoolPro LLC for pool resurfacing.

During the work performed by B&D Industries, a number of deferred maintenance items were identified that were not within the contracted scope of work. The additional maintenance and repair items, which addressed code and life safety issues, were time sensitive in that they needed to be completed before the facility could be re-opened and would be an impact to the progress of the contracted work if not addressed in a timely manner. The total cost for this additional work is $35,457.72.

The project is funded by the 2018 GRT bond for $2,450,000. The total project cost, including a previous Amendment 1 and this Amendment 2 to B&D Industries, as well as a change order to Pool Pro LLC, will be $2,480,198. Additional funds from savings from the City Hall Roof Replacement GRT project, in the amount of $30,198, will transferred to the Salvador Perez Recreation Building project to address the budget differential.

SUMMARY OF B&D CONTRACT AMENDMENT NO. 2

1. Provide repairs to existing fire protection system backflow and fire sprinkler heads.
2. Repair gas leaks in existing gas piping and re-route section of existing exterior gas line for code compliance (existing gas line was covered by wall finish).
3. Provide temporary heat for the facility during gas shutdown for gas repairs and re-routing.
4. Demolish and remove existing damaged and non-code compliant reception counter.
5. Provide ductwork mitigation/cleaning required due to the shutdown of natatorium HVAC air-handler unit for work by others (Ameresco) and for deferred maintenance.

PROJECT SCHEDULE

Both the locker room remodel by FacilityBuild and the B&D Industries work on the building and envelope and structure are substantially complete and punchlist corrections are ongoing. The HVAC work by Ameresco is 90% complete with testing and balancing work still to be completed. The pool plaster work is complete and pool water conditioning is ongoing.

Facilities and Parks and Recreation Division staff have commenced with additional pre-occupancy work and tasks including the fabrication and installation of a new reception counter, recharging of the pool filtration system and pool heater startup, the move-in and set up of fitness equipment and the final testing and inspection of the fire alarm and suppression systems. It is anticipated that all work and pre-occupancy set-up will be completed on or about the end of July, 2020.

BUDGET

Funding is available from the Salvador Perez Project: GRT1835502 (org 3359980 object 572970) and from the City Hall Roof Replacement Project: GRT18355A2 (org 3359980 object 572970) from which $30,198 will be moved into the Salvador Perez Project: GRT1835502 (org 3359980 object 572970).

REQUESTED ACTION

Request approval of Amendment No.2 to the B&D Contract for Salvador Perez Recreation Building Structural and Building Envelope Rehabilitation to increase compensation by $35,457.72 to $1,339,838.98 inclusive of NMGRT.

ATTACHMENTS

City of Santa Fe – Amendment No.2 to Agreement Between Owner and Contractor (Exhibit 1)
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Contractor's Certificate of Liability Insurance (Exhibit 1,B)
Procurement Checklist – B&D Amendment 2 (Exhibit 2)
Summary of Contract – B&D Amendment 2 (Exhibit 3)

LEGISLATIVE SCHEDULE:

Public Works Committee: 5/26/2020
Finance Committee: 6/1/2020
City Council: 6/10/2020

CITY OF SANTA FE
AMENDMENT No. 2 TO
AGREEMENT BETWEEN OWNER AND CONTRACTOR

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE AGREEMENT 19-0648 BETWEEN OWNER AND CONTRACTOR, dated August 2, 2019 (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, the Contractor has agreed to provide construction services for CIP Project #503A, Salvador Perez Recreation Building - Structural and Building Envelope Rehabilitation;

B. Pursuant to Article 8.5.11 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. CONTRACT SUM:

Article 4 of the Agreement is amended to increase the total contract sum dollar amount by $35,457.72 to include provision for additional Work per the attached proposal dated April 27, 2020 (Exhibit 1,A), so that Article 4.1 reads as follows:

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one million, three hundred thirty-nine thousand, eight hundred thirty-eight dollars and ninety-eight cents ($ 1,339,838.98), inclusive of New Mexico Gross Receipts Tax, subject to additions and deductions as provided in the Contract Documents.

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 Agreement 19-6048 Between Owner and Contractor for CIP Project #503A, Salvador Perez Recreation Building Structural and Building Envelope Rehabilitation.

CITY OF SANTA FE:

ALAN M. WEBBER, MAYOR

DATE:

CONTRACTOR:

CLINTON BEALL, SENIOR VP
B&D INDUSTRIES, INC.

DATE: 7/29/2020

NM LICENSE #1426
CRS# 01-716872-004
City of Santa Fe Business
Registration# 17-00110523
NM Resident Pref # L1754397648

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 24, 2020 15:17 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item

AL

32151.572970.0119900: $51,396.88, EXP Salvador Perez Building, WIP Construction (2-018 GRT Bond)

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 GRT

Original Contract Amount: $1,252,984.38

Termination Date: June 30, 2023

☑ Approved by Council Date: July 31, 2019

☐ or by City Manager Date:

Contract is for: CIP #503A, Salvador Perez Recreation Building Structural and Building Envelope Rehabilitation - Construction Services

Amendment # 2 to the Original Contract# 19-0648

Increase/(Decrease) Amount $ 35,457.72

Extend Termination Date to: N/A

☑ Approved by Council Date: Pending

☐ or by City Manager Date:

Amendment is for: Added scope of work: New interior finishes (flooring and paint). Additional days added to construction period (+30 days)

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

Amount $ 1,252,984.38 of original Contract# 19-0648 Termination Date: 6/30/2023

Reason: Rehabilitation of Sal Perez Rec Bldg Structural and Building Envelope

Amount $ 51,396.88 amendment # 1 Termination Date: 6/30/2023

Reason: Replacement and refinishing of building interior finishes (flooring and paint)

Amount $ 35,457.72 amendment # 2 Termination Date: 6/30/2023

Reason: Additionall deferred maintenance and code compliance work

Amount $ amendment # Termination Date:

Reason:

Total of Original Contract plus all amendments: $ 1,339,838.98

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 Cooperative Educational Services

6 **Procurement History:** New Contract, Amendment #1, Amendment #2

Fran Duran CPO 6/25/20

Purchasing Officer Review

Comments or Exceptions: _____

7 **Funding Source:** GRT18355O2 / GRT18355A2 **BU/Line Item:** 3359980.572970: $35,457.72

Alexis Lotero
Alexis Lotero (Aug 27, 2020 11:04 MDT)

Budget Officer Approval

Comments or Exceptions: _____

8 **Any out-of-the ordinary or unusual issues or concerns:**

_____

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Anson Rane

Phone # 955-5935

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

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

To be recorded by City Clerk:

Contract # _____

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

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

Comments:

CITY OF SANTA FE OTHER METHOD PROCUREMENT CHECKLIST

Contractor Name: B&D Industries, Inc.

Procurement Title: Amendment No. 2: CIP #503A, Salvador Perez Recreation Building Structural and Building Envelope Rehabilitation

Other Methods: State Price Agreement ☐ *Cooperative* ☒ *Sole Source* ☐ *Exempt* ☐ *Other* ☐ _____

Department Requesting/Staff Member: Anson Rane

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: _____

Anson Rane, Project Administrator, Public Works Dept./Facilities Division
Department Rep Printed Name and Title

Department Rep Signature attesting that all information included

Ryan Dunaway (Aug 7, 2020 11:42 MDT)

Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR OTHER METHOD FILE*

YES	N/A	
☐	☒	State Price Agreement
☒	☐	Cooperative Agreement
☐	☒	Sole source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval of exempt procurement

*

☐ ☒ Copies of all Sole Source submittals

☐ ☐ Other: _____

AWARD*

YES N/A

☒ ☐ Fully executed Memo to Committees from the Department with recommendation of award
☐ ☐ Other: _____

CONTRACT*

YES N/A

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

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

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

Anson Rane, Project Administrator, Public Works Dept./Facilities Division
Department Rep Printed Name and Title

_____
Department Rep Signature attesting that all information included

NEW MEXICO
1720 Bell Ave SE
Albuquerque, NM 87123
Phone: (505) 299-4464
(866) 315-8349
Fax: (505) 298-2114

BRANCH OFFICES

NEW MEXICO
101 DP Rd
Los Alamos, NM 87544
Phone: (505) 661-8336
Fax: (505) 661-8337

TEXAS
2118 E. 8th St
Odessa, TX 79762
Phone: (432) 653-5178
Fax: (432) 653-5179

3928 Business Park Dr.
Amarillo, TX 79110
Phone: (806) 367-8041
Fax: (505) 298-2114

ARIZONA
3454 N. San Marcos Pl.
Bldg B, Suite 3A
Chandler, AZ 85225
Phone: (480) 632-4002
Fax: (505) 298-2114

NEW YORK
15 Wood Rd. Space 100
Round Lake, NY 12151
Phone: (518) 400-7412
Fax: (518) 400-7415

April 27th, 2020

Anson Rane
Facilities Division, Project Administrator
City of Santa Fe, Public Works Department
(505) 955-5935 Office
(505) 795-2639 Cell
aerane@santafenm.gov

Re: Salvador Perez Additional Contingency Items

Mr. Rane,

Thank you for the opportunity to provide this quote.

Pricing Breakdown

Total:	$ 32,698.76
Tax @ 8.4375%:	$ 2,758.96
Grand Total:	**$ 35,457.72**

Scope: B&D will provide labor and material to perform the following services:

Backflow repairs: **$ 1,957.00**
- To include:
  Emergency service and scheduled repairs of the backflow for the fire protection system.

Replacing fire sprinkler heads in locker rooms: **$ 1,890.20**
- To include:
  Replacement of the fire sprinkler heads in the men's and women's locker rooms.

Reroute North gas line: **$ 4,952.05**
- To include:
  Reroute the existing gas line that is buried under the EIFS on the north side.

Duct Cleaning: **$ 5,593.33**
- To include:
  Clean duct work in natatorium post sandblasting.

Cost Difference for Fire Sprinkler Heads (No 9): **$ 1,511.56**
- To include:
  The difference of the fire sprinkler heads in the locker rooms.

Fire Sprinkler Parts: **$ 213.29**
- To include:
  Additional parts need to replace the fire sprinkler heads in the locker rooms.

NEW MEXICO
9720 Bell Ave SE
Albuquerque, NM 87123
Phone: (505) 299-4464
(866) 313-8939
Fax: (505) 298-2114

BRANCH OFFICES

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101 DP Rd
Los Alamos, NM 87544
Phone: (505) 661-8336
Fax: (505) 661-8337

TEXAS
2118 E. 8th St
Odessa, TX 79762
Phone: (432) 653-5178
Fax: (432) 653-5179

3928 Business Park Dr.
Amarillo, TX 79110
Phone: (806) 367-8041
Fax: (505) 298-2114

ARIZONA
3454 N. San Marcos Pl.
Bldg B, Suite 3A
Chandler, AZ 85225
Phone: (480) 632-4002
Fax: (505) 298-2114

NEW YORK
15 Wood Rd. Space 100
Round Lake, NY 12151
Phone: (518) 400-7412
Fax: (518) 400-7415

Temporary Heaters: **$ 8,067.91**

- To include:
  Temporary heating for the natatorium for epoxy, primer, and paint applications.

Gas Leak Repairs: **$ 5,215.55**

- To include:
  Investigate entire facility gas line for leaks and make necessary repairs.

Reception Desk Removal: **$ 3,297.87**

- To include:
  Demo electrical and reception desk in lobby. Patch drywall.

Exclusions:

- Engineering
- Exterior or interior work not included in the above scope / Correcting existing code violations
- Temporary HVAC, Plumbing, Power, Lighting or Facilities, UEC Charges
- Any other major components not identified in the above scope or attached documents

Assumptions:

- All existing utilities, services, and structural supports will accommodate the new install
- B&D will have full unrestricted access to work area
- All work will be performed during standard working hours

Please contact me should you have questions or concerns.

Best Regards,

Kris Trujillo
(505) 379-1760 (cell)
krist@banddindustries.com

This cost proposal is valid for 30 days following issuance by B&D Industries, Inc. If the proposal is accepted after 30 days, B&D reserves the right to revise the price in accordance with commodity pricing changes including, but not limited to, copper, conduit and steel materials. If awarded, B&D reserves the right to review all contract documents associated with the project.

B&DINDU-01 MKATS

ACORD

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

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 :	

INSURED
B & D Industries, Inc.
9720 Bell Ave SE
Albuquerque, NM 87123

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 OTHER:	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 $
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.

Job Name: Salvador Perez Recreation Building Structural and Building Envelope Rehabilitation

CERTIFICATE HOLDER

City of Santa Fe
Salvador Perez
601 Alta Vista St.
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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CNA

CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, 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:

A. in the performance of your ongoing operations subject to such **written contract**; or

B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. the **written contract** requires you to provide the additional insured such coverage; and
2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. additional insured coverage with "arising out of" language; or

C. additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

A. coverage broader than required by the **written contract**; or

B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

0002009980161493992361

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, 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:

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.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

   Name of person or organization

   ☒ Blanket Waiver

   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas Operations
3. Premium:

   The premium charge for this endorsement shall be 2% percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Refer to Schedule of Operations

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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BUILDERS TRUST

WAIVER OF SUBROGATION

B & D INDUSTRIES, INC
Insured # 5672

Builders Trust of New Mexico waives any right of recovery of subrogation against the certificate holder named on this certificate of insurance, but only to the extent that the employers to whom we provide coverage performs work under a written contract with the certificate holder that requires this waiver.

Name of Person	Name of Organization	Effective	Expiration
	Blanket Waiver of Subrogation	1/1/2019	1/1/2020

Date: 12/7/2018 Countersigned by Randy L. Akin

Agency Number: 35 – 39
Agency Name: HUB International (Lujan)

(505) 345-3477 1-800-640-3369 FAX (505) 344-7245
5931 OFFICE BOULEVARD, NE SUITE 3 ALBUQUERQUE, NM 87109 - P.O. BOX 91330
ALBUQUERQUE, NM 87109
www.builderstrust.com

Form: BTNM — WOS — 2008-01

[redacted] EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,

   b. The insurance afforded by this provision A.1. does not apply to any such entity that is an insured under any other liability "policy" providing auto coverage.

2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

   The insurance afforded by this provision A.2.:

   a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

   b. Does not apply to:

      (1) Bodily injury or property damage caused by an accident that occurred before you acquired or formed the organization; or

      (2) Any such organization that is an insured under any other liability "policy" providing auto coverage.

3. Any person or organization that you are required by a written contract to name as an additional insured is an insured but only with respect to their legal liability for acts or omissions of a person, who qualifies as an insured under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.

4. An employee of yours is an insured while operating an auto hired or rented under a contract or agreement in that employee's name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision A. Who Is An Insured, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In a.(2), the limit for the cost of bail bonds is changed from $2,000 to $5,000; and
2. In a.(4), the limit for the loss of earnings is changed from $250 to $500 a day.

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C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered auto, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

a. $60 per day, in lieu of $20; subject to

b. $1,800 maximum, in lieu of $600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

a. $1,000 maximum, in lieu of $600.

D. Hired "Autos"

The following is added to **Section III. Paragraph A.:**

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

a. Any covered auto you lease, hire, rent or borrow without a driver; and

b. Any covered auto hired or rented by your employee without a driver, under a contract in that individual employee's name, with your permission, while performing duties related to the conduct of your business.

c. The most we will pay for any one accident or loss is the actual cash value, cost of repair, cost of replacement or $75,000, whichever is less, minus a $500 deductible for each covered auto. No deductible applies to loss caused by fire or lightning.

d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned autos.

e. Such physical damage coverage for hired autos will:

(1) Include loss of use, provided it is the consequence of an accident for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

(2) Such coverage as is provided by this provision will be subject to a limit of $750 per accident.

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

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F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

a. Physical Damage Coverage on a covered auto also applies to loss to any permanently installed electronic equipment including its antennas and other accessories

d. A $100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the diminution in value exclusion does not apply to:

a. Any covered auto of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and

b. Any covered auto of the private passenger type hired or rented by your employee without a driver for a period of 30 days or less, under a contract in that individual employee's name, with your permission, while performing duties related to the conduct of your business.

c. Such coverage as is provided by this provision is limited to a diminution in value loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.

d. The most we will pay for loss to a covered auto in any one accident is the lesser of:

(1) $5,000; or

(2) 20% of the auto's actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III:**

1. Any auto you don't own, hire or borrow is a covered auto for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:

   a. An auto owned by that "executive officer" or a member of that person's household; or

   b. An auto used by that "executive officer" while working in a business of selling, servicing, repairing or parking autos.

   Such Liability and/or Physical Damage Coverage as is afforded by this provision.

   (1) Equal to the greatest of those coverages afforded any covered auto; and

   (2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

   Such "executive officers" are insureds while using a covered auto described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.:**

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(4) Your employees may know of an accident or loss. This will not mean that you have such knowledge, unless such accident or loss is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV. Paragraph A.2.b.:**

(6) 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 or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an accident or loss.

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.:**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.:**

Regardless of the provisions of Paragraphs a.a. and a.d. above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to Accident or Loss.

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

Bodily Injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

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It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. 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 with respect to such provision do not apply.

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CNA PARAMOUNT

Contractors' General Liability Extension Endorsement

1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an insured any person or organization described in paragraphs A. through H. below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) Is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the bodily injury or property damage; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through H. below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for bodily injury, property damage or personal and advertising injury arising out of:

1. such person or organization's financial control of a **Named Insured**; or
2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for bodily injury, property damage or personal and advertising injury as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the occurrence giving rise to such bodily injury, property damage or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases 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 such land, provided that the occurrence giving rise to such bodily injury, property damage or the offense giving rise to such personal and advertising injury takes place prior to the termination of such lease. The

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VALLEY FORGE INSURANCE COMPANY
Insured Name: B & D INDUSTRIES, INC.
Policy No: 6016149399
Endorsement No: 3
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Contractors' General Liability Extension Endorsement

coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, 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 the **Named Insured**, 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 coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. 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 **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental 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 a **Named Insured** owns, rents, or controls 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
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

   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 governmental 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 or agreement, the insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is 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 caused by:

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a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to bodily injury or property damage included within the products-completed operations hazard.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **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 sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the insurer or the insurer's authorized representative notice of an **occurrence**, offense or claim only when the **occurrence**, offense or claim is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an employee designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the insurer notice of an occurrence, offense or claim and that failure is solely due to the **Named Insured's** reasonable belief that the bodily injury or property damage is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such occurrence, offense or claim to the insurer as soon as the **Named Insured** is aware that this insurance may apply to such occurrence, offense or claim.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:
   a. on the effective date of this **Coverage Part**; or

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b. by reason of a Named Insured creating or acquiring the organization during the policy period,

qualifies as a Named Insured, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership, limited liability company or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:

a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. **personal** or **advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. **BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK**

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions **k.** and **l.** and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to your product arising out of it, or any part of it except when caused by or resulting from:

(1) fire;

(2) smoke;

(3) collapse; or

(4) explosion.

l. Damage to Your Work

Property damage to your work arising out of it, or any part of it and included in the products-completed operations hazard.

This exclusion does not apply:

(1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or

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(2) If the cause of loss to the damaged work arises as a result of:

(a) fire;

(b) smoke;

(c) collapse; or

(d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE:**

Subject to 5. above, $100,000 is the most the **Insurer** will pay under **Coverage A** for the sum of **damages** arising out of any one occurrence because of **property damage** to your product and your work that is caused by fire, smoke, collapse or explosion and is included within the **products-completed operations hazard**. This sublimit does not apply to **property damage** to your work if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. **CONTRACTUAL LIABILITY – RAILROADS**

With respect to operations performed within 50 feet of railroad property, the definition of **Insured contract** is replaced by the following:

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 a **Named Insured** or temporarily occupied by a **Named Insured** 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 the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes 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;

(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.

8. **ELECTRONIC DATA LIABILITY**

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A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data that does not result from physical injury to tangible property.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph (1) or (2) above.

B. The following paragraph is added to **LIMITS OF INSURANCE:**

Subject to 5. above, $100,000 is the most the **Insurer** will pay under **Coverage A** for all **damages** arising out of any one occurrence because of **property damage** that results from physical injury to tangible property and arises out of electronic data.

C. The following definition is added to **DEFINITIONS:**

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

Property damage means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate electronic data, resulting from physical injury to tangible property. All such loss of electronic data shall be deemed to occur at the time of the occurrence that caused it.

For the purposes of this insurance, electronic data is not tangible property.

E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the $100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. **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

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claims arising solely out of their capacity or status as such and, in the case of a spouse, where such claim seeks **damages** from marital community 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 or status 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.

10. **EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE**

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

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

11. **GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT**

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the **Insurer** will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

2. All medical expenses under **Coverage C**,

that arise from occurrences or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;

2. **Damages** under **Coverage A**, caused by occurrences which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the occurrence can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the products-completed operations hazard will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

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E. If a single construction project away from premises owned by or rented to the Insured has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to bodily injury that arises out of a **health care incident**:

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:

b. This insurance applies to bodily injury provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**,

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

I. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

II. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

III. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to claims based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

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any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. **DEFINITIONS** is amended to:

I. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or volunteer workers in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

II. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

III. amend the definition of **Insured** to:

a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

(1) **bodily injury** to a co-employee while in the course of the co-employee's employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

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(2) **bodily injury** to a volunteer worker while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's** volunteer workers are **Insureds** with respect to:

(1) **bodily injury** to a co-volunteer worker while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an employee while in the course of the employee's employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph **2.a.(1)** of **WHO IS AN INSURED**.

D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

b. **Excess Insurance**

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to personal and advertising injury occurred prior to such termination date, and the personal and advertising injury arising out of such offense first occurred after such termination date;

b. the **bodily injury** or property damage first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a consolidated (wrap-up) insurance program, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury**, property damage or personal and advertising injury that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS.** Please see that provision for the definition of consolidated (wrap-up) insurance program.

15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **j. Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

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j. **Damage to Property**

Property damage to:

(1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;

(3) Property loaned to the **Named Insured**;

(4) Personal property in the care, custody or control of the **Insured**;

(5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** 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.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** 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 **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are your work.

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.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage** to:

i. tools, or equipment the **Named Insured** borrows from others, nor

ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

a. property at a job site awaiting or during such property's installation, fabrication, or erection;

b. property that is mobile equipment leased by an **Insured**;

c. property that is an auto, aircraft or watercraft;

d. property in transit; or

e. any portion of property damage for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

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B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE.**

C. The following paragraph is added to **LIMITS OF INSURANCE:**

Subject to 5. above, $25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one occurrence because of the sum of **all property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such property damage does not apply until the amount of such property damage exceeds $1,000. The Insurer has the right but not the duty to pay any portion of this $1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

D. Paragraph 6., Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of property damage to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

a. $500,000; or

b. The Damage To Premises Rented To You Limit shown in the Declarations.

E. Paragraph 4.b.(1)(e)(ii) of the Other Insurance Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner, or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability.**

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part.**

17. MEDICAL PAYMENTS

A. **LIMITS OF INSURANCE** is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of bodily injury sustained by any one person. The Medical Expense Limit is the greater of:

(1) $15,000 unless a different amount is shown here: $N,NNN,NNN,NNN; or

(2) the amount shown in the Declarations for Medical Expense Limit.

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B. Under **COVERAGES**, the Insuring Agreement of **Coverage C – Medical Payments** is amended to replace Paragraph 1.a.(3)(b) with the following:

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

18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. 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;

2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and

3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following:

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

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

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES, Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict personal and advertising injury. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any executive officer, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**,

2. add the following exclusions:

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This insurance does not apply to:

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**,

Premises Related Discrimination

discrimination or humiliation arising out of 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**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision **1. ADDITIONAL INSURED** of this endorsement; or

attachment of an additional **Insured** endorsement to this **Coverage Part.**

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part.**

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability.**

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

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

d. The allegations in the suit and the information the Insurer knows about the offense alleged in such suit are such that no conflict appears to exist between the interests of the **Insured** and the interests of the Indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)**(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs.** Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part.**

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part.**

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the Damage to Your Product Exclusion and subparagraphs (3), (4) and (6) of the Damage to Property Exclusion do not apply to property damage that results from the use of elevators.

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B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or

2. your work included in the products-completed operations hazard.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and

2. was executed prior to the bodily injury, property damage or personal and advertising injury giving rise to the claim.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated** (wrap-up) insurance program by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a consolidated (wrap-up) insurance program project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** becomes legally obligated to pay as **damages** because of:

1. Bodily injury, property damage, or personal or advertising injury that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

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2. Bodily injury or property damage included within the products-completed operations hazard that arises out of those portions of the project that are not residential structures.

B. Condition 4. Other Insurance is amended to add the following subparagraph 4.b.(1)(e):

This insurance is excess over:

(e) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the Named Insured as a result of the Named Insured being a participant in a consolidated (wrap-up) insurance program, but only as respects the Named Insured's involvement in that consolidated (wrap-up) insurance program.

C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and

2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, residential structure does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. Residential structure also does not include hospitals or prisons.

This WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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December 08, 2015

Contract Award Letter

Nikki Parson
B&D INDUSTRIES, INC.
9720 Bell Ave SE
Albuquerque, NM 87123

Re: ACCEPTANCE OF OFFER and CONTRACT AWARD

16-01B-R124-ALL RSMeans JOC Regions 1 through 8

Dear Ms. Parson,

On behalf of Cooperative Educational Services (CES), I thank you for responding to our 2016-001 solicitation. The responses have been reviewed and it is my pleasure to inform you that you have been selected to provide the products and services indicated in your response.

The enclosed Acceptance of Offer and Contract Award is from the cover sheet that you submitted in your bid. I suggest that you take this award and place it with your copy of the bid that you submitted. Please read carefully the paragraph above the authorized signature. It outlines the agreement and specifies the term of the award.

We would like to include information concerning your company in our procurement directory called the Blue Book. Each of our members and participating entities receives a copy of this Blue Book. It enables their staff to look up important information concerning each vendor before placing an order. Although space is limited, the description below is intended as a quick reference of your company. If you would like to revise the description, please provide any changes in writing to CES' procurement office.

> B&D is a full service contractor offering general contracting, electrical, mechanical, HVAC services and low voltage services in the areas of fire and security, network and cabling, voice, video, intercom and data collection. They are highly qualified to assist CES Members and Participating Entities in obtaining and completing Job Order Contracting projects in a timely and cost effective manner. They are also able to provide energy-efficient, cost-effective and long-lasting heating, cooling, ventilation, lighting systems, doors/windows, building interior and external envelope systems, and other

On CES' website (www.ces.org), you can download contact information for all of CES' members and participating entities. You are invited to send marketing materials directly to these institutions.

We look forward to working with you. Please let us know if you have questions or if we can be of any further assistance.

Sincerely yours,

Cooperative Educational Services

David Chavez,
Executive Director
Ofc: 505.344.5470
Fax: 505.344.9343

Form B

ACCEPTANCE OF OFFER and CONTRACT AWARD

RFP NUMBER 2016-001

See attached cover letter for specific awarded contract number(s).

OFFER TO BE COMPLETED BY VENDOR

In compliance with the Request for Proposal, the undersigned warrants that I/we have examined the instruction to Offerors, and, being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, and supplies incurred in compliance with all terms, conditions, specifications and amendments in this Request for Proposal and any written exceptions in the offer. Signature also certifies understanding and compliance with the certification requirements of the Categorical Terms and Conditions. The under-signed understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to CES as stated in the evaluation section, will be a consideration in making the award.

Company Name B&D Industries, Inc.

Address 9720 Bell Avenue SE City S Albuquerque State NM Zip 87123

Contract Contact Person Nicole Parsons, Secretary

Authorized Signature Nicole Parsons Printed Name Nicole Parsons, Secretary

OFFER EXTENDED TO TEXAS SERVICE AGENCIES

NP

If you are willing to enter into a contract with TexBuy (ESC16) Texas Educational Service Center Region 16 under the same terms and conditions as in this RFP, place initials in the box.

ACCEPTANCE OF OFFER AND CONTRACT AWARD TO BE COMPLETED ONLY BY CES

Contract period: It is CES' intent to award a multi-term contract for the specified materials, equipment and services. The initial contract term shall be for one (1) calendar year from the date of contract award. By mutual written agreement between CES and contractor, the contract may be extended for up to three (3) consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension exists unless and until contractor is so notified by CES.

Month-to-month extensions: CES reserves the right to offer month-to-month extensions if that is determined to be in the best interests of Members/Participating Entities.

David Crease

CES Authorized Signature

Awarded this 24th day of November 2015.



CES COOPERATIVE EDUCATIONAL SERVICES

EXTENSION OF CONTRACT

made by and between
B&D INDUSTRIES, INC.
and
Cooperative Educational Services

Said Contract(s) being numbered:
16-01B-R124-ALL RSMeans JOC Regions 1 through 8

The existing Contract initially commenced on November 24, 2015 and will expire on November 23, 2016. The Term of Contract and Extension in 2016-001 RFP C provides the Contract may be extended annually for up to three (3) additional one (1) year terms by mutual written agreement through November 23, 2019. Cooperative Educational Services desires to extend the Contract for an additional term of one (1) year until November 23, 2017. Upon the signature of an authorized officer of the above named company or corporation, the Contract is hereby extended.

This extension shall be subject to the same Terms and Conditions contained in the original Bid Document and in Contract Number 2016-001 RFP C

PRICE ADJUSTMENTS
A written request to CES for a price adjustment to this contract must in be accordance with the stated RFP terms, conditions and stipulations agreed upon at contract award. The request to adjust pricing shall include all documentation for consideration of approval. Upon CES approval, the documents shall be placed in the procurement file for audit purposes. Your request must be submitted prior to the yearly renewal date of the contract or at contract renewal. The price adjustments shall apply to all CES Members and Participating Entities. CES reserves the right to approve or disapprove such requests.

COOPERATIVE EDUCATIONAL SERVICES

Authorized Signature _____ Date September 16, 2016

Contractor agrees to provide complete information of any deleted and new products or price adjustments as allowed under headings (Discontinued Products) and (New Technology and Price Reduction) of the RFP.

Authorized Signature Nikki Parsons Date 11/1/16

Printed Name Nikki Parsons Title Director of Contracts

NOTE: This Contract Extension should be received by 4:00 p.m. at the offices of CES on 11/15/16

If you do not want to extend this Contract, please sign below and return this agreement.

Discontinue: We desire to discontinue the contract effective 11/23/2016

Authorized Signature _____ Date _____

CES COOPERATIVE EDUCATIONAL SERVICES

EXTENSION OF CONTRACT

made by and between

B&D INDUSTRIES, INC.

and

Cooperative Educational Services

Said Contract(s) being numbered:

16-01B- R124-ALL RSMeans JOC Regions 1 through 8

The existing Contract initially commenced on November 24, 2015 and will expire on November 23, 2017. The Term of Contract and Extension in 2016-001 RFP C provides the Contract may be extended annually for up to three (3) additional one (1) year terms by mutual written agreement through November 23, 2019. Cooperative Educational Services desires to extend the Contract for the final term of one (1) year until November 23, 2018. Upon the signature of an authorized officer of the above named company or corporation, the Contract is hereby extended.

This extension shall be subject to the same Terms and Conditions contained in the original Bid Document and in Contract Number 2016-001 RFP C

PRICE ADJUSTMENTS

A written request to CES for a price adjustment to this contract must in be accordance with the stated RFP terms, conditions and stipulations agreed upon at contract award. The request to adjust pricing shall include all documentation for consideration of approval. Upon CES approval, the documents shall be placed in the procurement file for audit purposes. Your request must be submitted prior to the yearly renewal date of the contract or at contract renewal. The price adjustments shall apply to all CES Members and Participating Entities. CES reserves the right to approve or disapprove such requests.

COOPERATIVE EDUCATIONAL SERVICES

Authorized Signature _____ Date October 02, 2017

Contractor agrees to provide complete information of any deleted and new products or price adjustments as allowed under headings (Discontinued Products) and (New Technology and Price Reduction) of the RFP.

Authorized Signature Nikki Parsons Date 11/14/2017

Printed Name Nikki Parsons Title Corporate Secretary

NOTE: This Contract Extension should be received by 4:00 p.m. at the offices of CES on 11-23-2017

If you do not want to extend this Contract, please sign below and return this agreement.

Discontinue: We desire to discontinue the contract effective 11/23/2017

Authorized Signature _____ Date _____

CES COOPERATIVE EDUCATIONAL SERVICES

EXTENSION OF CONTRACT

made by and between

B&D INDUSTRIES, INC.

and

Cooperative Educational Services

Said Contract(s) being numbered:

16-01B- R124-ALL RSMeans JOC Regions 1 through 8

The existing Contract initially commenced on November 24, 2015 and will expire on November 23, 2018. The Term of Contract and Extension in 2016-001 RFP C provides the Contract may be extended annually for up to three (3) additional one (1) year terms by mutual written agreement through November 23, 2019. Cooperative Educational Services desires to extend the Contract for the final term of one (1) year until November 23, 2019. Upon the signature of an authorized officer of the above named company or corporation, the Contract is hereby extended.

This extension shall be subject to the same Terms and Conditions contained in the original Bid Document and in Contract Number 2016-001 RFP C

PRICE ADJUSTMENTS

A written request to CES for a price adjustment to this contract must in be accordance with the stated RFP terms, conditions and stipulations agreed upon at contract award. The request to adjust pricing shall include all documentation for consideration of approval. Upon CES approval, the documents shall be placed in the procurement file for audit purposes. Your request must be submitted prior to the yearly renewal date of the contract or at contract renewal. The price adjustments shall apply to all CES Members and Participating Entities. CES reserves the right to approve or disapprove such requests.

COOPERATIVE EDUCATIONAL SERVICES

Authorized Signature _____ Date November 26, 2018

Contractor agrees to provide complete information of any deleted and new products or price adjustments as allowed under headings (Discontinued Products) and (New Technology and Price Reduction) of the RFP.

Authorized Signature Nikki Parsons Date 11/29/2018

Printed Name Nikki Parsons Title Director of Contracts

NOTE: This Contract Extension should be received by 4:00 p.m. at the offices of CES on 11/23/19

If you do not want to extend this Contract, please sign below and return this agreement.

Discontinue: We desire to discontinue the contract effective 11/23/2018

Authorized Signature _____ Date _____

Your New Mexico Purchasing Cooperative

Since 1979

Contract Award Letter

December 13, 2019

B&D INDUSTRIES, INC.
9720 Bell Ave SE
Albuquerque, NM 87123

Re: ACCEPTANCE OF OFFER and CONTRACT AWARD For:

2020-08B-G2305-ALL JOC Electrical - Gordian
2020-08B-G1107-ALL JOC Mechanical - Gordian
2020-08B-G3507-ALL JOC Plumbing - Gordian

Dear Procurement Partner,

Cooperative Educational Services (CES) thanks you for responding to our 2020-08 solicitation. The responses have been reviewed and it is our pleasure to inform you that your company has been selected to provide the products and services indicated in your response.

The enclosed Acceptance of Offer and Contract Award, in conjunction with the RFP documents that you submitted with your proposal, constitute the Agreement between the parties. Please retain all documents for your records. The term of this Indefinite Quantity Contract Award as defined in NMSA 13-1-63; is for three (3) years beginning December 13, 2019 and expiring December 12, 2022, pursuant to 13-1-150 NMSA.

It is the vendor's responsibility to keep pricing up-to-date, throughout the life of the contract.

Sincerely Yours,

Cooperative Educational Services

David Chavez
Executive Director
Ofc: 505.344.5470
Fax: 505.344.9343

ITEM # 19-0648

AIA® Document A101™ – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:

City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909
(505)955-5937

and the Contractor:

B&D Industries, Inc.
9720 Bell Avenue SE
Albuquerque, New Mexico 87123
(505)299-4464

for the following Project:

CIP Project #503A, Salvador Perez Recreation Building
Structural and Building Envelope Rehabilitation

(Paragraph deleted)
The Design Professional:

WHPacific, Inc.
6501 Americas Pkwy NE, STE 400
Albuquerque, New Mexico 87110
(505)830-8752

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

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9 ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings and Specifications: as indicated herein under Article 9, Addenda issued prior to execution of this Agreement, other documents and Exhibits listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

In the event of a conflict between or among the Contract Documents, the following order of priority shall be:

(1) This Agreement (Exhibit 1)
(2) AIA Document A201–2007, General Conditions of the Construction Contract (Exhibit 1,B)
(3) The City of Santa Fe General Conditions (Exhibit 1,C)
(4) The City of Santa Fe Supplementary Conditions (Exhibit 1,D)
(5) Provisions of the Cooperative Education Services contract #16-01B-R124-ALL (Exhibit 1,E)
(6) Provisions set forth in the Contract Documents issued by the Design Professional
(7) Provisions set forth in other exhibited documents

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described herein and in the Contract Documents. The Scope of Work includes Natatorium roof structure rehabilitation, building entry signage and beam structure replacement and building envelope rehabilitation and shall be carried out in accordance with the Contract Documents indicated under Article 9, Enumeration of Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Paragraphs deleted)
[X] The date set forth in the Official Notice-to-Proceed issued by the Owner.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Paragraph deleted)

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[X] Not later than one hundred forty five (145) calendar days from the date of commencement of the Work, subject to adjustments of this Contract Time as provided in the Contract Documents.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed after Substantial Completion of the other Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Exterior insulation and finish system color coat if the Notice to Proceed is issued after September 23, 2019, and, substantiated inclimate and/or freezing weather conditions are incurred, prohibiting responsible completion of the stucco work within the one hundred forty five (145) day contract time. See Allowance #4 below.	May 10, 2020

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 *The Owner shall pay* the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one million, two hundred fifty two thousand, nine hundred eighty four dollars and thirty eight cents ($ 1,252,984.38), inclusive of New Mexico Gross Receipts Tax, subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum and as part of the Construction Contingency Reserve, applied as set forth in Section 4.3.2, and as described in the Contract Documents are hereby accepted by the Owner:

Item	Price
Alternate #1 - Remove and replace VCT tiled floors	$21,825.10
Alternate #2 – Paint all interior walls other that in the Natatorium *(in Base Bid)*	$21,828.46
Alternate #3 – Install rooftop TPO walk path.	$13,638.07

(Table deleted)
(Paragraphs deleted)
§ 4.3
(Paragraphs deleted)
Allowances

§ 4.3.1 Allowances, if any, included in the Contract Sum and as part of the Construction Contingency Reserve, applied as set forth in Section 4.3.2, and as described in the Contract Documents are hereby accepted by the Owner:

Item	Allotted reserve dollar amount, subject to final pricing and approval per Section 4.3.2
Allowance #1 – Required roof membrane, roof deck and structural repairs and modifications necessitating additional performance of work by the Contractor beyond the base bid scope of work.	$9,750.39
Allowance #2 - Required finishes, hardware, fittings and equipment removal and/or installation necessitating additional	$9,000.00

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performance of work by the Contractor beyond the base bid scope of work.	
Allowance #3 – Reserve for other construction remodeling related unforeseen conditions, testing and mitigation measures.	$5,000.00
Allowance #4 – Delayed EFIS color coat installation remobilization, associated finish work and clean up.	$38,000.00

§ 4.3.2 The Construction Contingency Reserve of one hundred thousand nineteen, forty two dollars and two cents ($119,042.02), exclusive of New Mexico Gross Receipts Tax, shall be applied toward the Allowance items enumerated under Section 4.3.1 addressing unanticipated conditions including required testing and mitigation measures, modifications to the scope of work required by regulatory agencies, Owner requested changes and design clarifications or required modifications that necessitate additional mobilization and/or performance of work by the Contractor beyond the base bid scope of work. Project Contingency Reserve funds not applied to these circumstances shall be applied toward the completion of the Alternates listed under Section 4.2.1, in the order listed. Construction Contingency Reserve funds not applied to contingency items or alternates shall be deducted from the Contract Sum on the Final Application for Payment and remain unbilled. All items funded by the Construction Contingency Reserve shall be authorized by written pre-approval from the Owner's Representative, with the Design Professional's concurrence, as applicable and shall be clearly documented with line item actual costs (not to exceed the total dollar amount of the allotted Construction Contingency Reserve without approval of a Change Order) on the Schedule of Values accompanying the relevant application for payment.

§ 4.4 Unit prices, if any:

Item	Units and Limitations	Price per Unit ($0.00)
Not applicable	N/A	N/A

§ 4.5 Liquidated damages, if any:
(Paragraph deleted)
Liquidated damages of two hundred fifty dollars and zero cents ($250.00) per calendar day will apply for work not completed by the Substantial Completion date(s).

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Design Professional by the Contractor and approved Applications for Payment issued by the Design Professional, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Design Professional not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the month. If an Application for Payment is received by the Design Professional after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Design Professional receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Design Professional may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The Contractor shall stipulate a sum as a line item on the schedule

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of values for Completion of Work after issuance of the Certificate of Substantial Completion as listed on the Design Professional's official Punch list and for completion and submission of all Project Close Out documentation, including, but not limited to the documents listed below. The Certificate of Final Completion will be issued after acceptance of these documents by the Owner.

.1 Certificate of Liability Insurance with an expiration date no earlier than one (1) year after the Substantial Completion date.
.2 Contractor's Affidavit of Release of Liens (AIA Document G706A)
.3 Contractor's Affidavit of Payment of Debts and Claims (AIA Document G706)
.4 Contractor's Warranty
.5 Manufacturer's Warranties (as applicable)
.6 Operations and Maintenance Manual covering warranted equipment, materials requiring maintenance and including any reports or procedural documentation generated by third parties or subcontractors as part of, or necessitated by the Work.
.7 Approved Construction Permit(s) with Construction Document set stamped by Permitting Authorities (as applicable)
.8 As-Built Construction Document set and documentation of all other Work completed that is not included in the As-Built set
.9 Final Inspection Report(s) from Permitting Authorities (as applicable)
.10 Consent of Surety Company to Final Payment.
.11 Application for Final Payment.
.12 Lien Bond (as applicable)
.13 Lien Discharge Fee(s) Refund (as applicable)
.14 Certificate of Occupancy (as applicable)
.15 New Mexico Dept. of Workforce Solutions Affidavit of Wages Paid
.16 New Mexico Dept. of Workforce Solutions Payroll Statement of Compliance

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum, including fully executed change orders, properly allocable to completed Work;
.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;
.2 The amount, if any, for Work that remains uncorrected and for which the Design Professional has previously withheld an Application for Payment as provided in Article 9 of AIA Document A201–2017;
.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

(Paragraphs deleted)

§ 5.1.7 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

(Paragraphs deleted)

§ 5.1.8 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

(Paragraph deleted)

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§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final approved Application for Payment has been issued by the Design Professional.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Design Professional's final approved Application for Payment, or as follows:

Within fifteen days of the Contractor's request for final payment being submitted to the City, provided the Owner has received from the Contractor the Consent of Surety, Waivers, Releases of Liens and all other items listed in Section 5.1.5.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Owner will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

6.2 Binding Dispute Resolution

(Paragraphs deleted)

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

[X] *In accordance with New Mexico Public Works Mediation Act 13-4C-1 through 13-4C-11, NMSA 1978.*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

(Paragraphs deleted)

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

Jason M. Kluck or other authorized Public Works Project Administrator or Director
Project Administrator, Facilities Division
City of Santa Fe
2651 Siringo Road, Building E, Santa Fe, New Mexico 87505
(505) 955-5937

§ 8.3 The Contractor's representative:

Clinton Beall
Senior Vice President
B&D Industries, Inc.
9720 Bell Avenue SE, Albuquerque, NM 87123
(505)299-4464

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§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Other provisions:

(Paragraph deleted)

§ 8.5 1 Indemnification

§ 8.5 1 .1 The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgements, 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.

§ 8.5.2 Appropriations

§ 8.5.2.1 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.

§ 8.5.3 Third Party Beneficiaries

§ 8.5.3.1 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.

§ 8.5.4 Status of Contractor; Responsibility for Payment of Employees and Subcontractors

§ 8.5.4.1 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.

§ 8.5.4.2 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.

§ 8.5.4.3 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.

§ 8.5.5 Conflict of interest

§ 8.5.5.1 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.

(Paragraphs deleted)

§ 8.5.6 Assignment: Subcontracting

(Paragraphs deleted)

§ 8.5.6.1 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.

§ 8.5.7 Release

§ 8.5.7.1 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.

§ 8.5.8 Insurance

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User Notes: (1231698696)

§ 8.5.8.1 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.

§ 8.5.8.2 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.

§ 8.5.9 Records and Audit

§ 8.5.9.1 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.

§ 8.5.10 Applicable Law: Choice of Law: Venue

§ 8.5.10.1 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.

§ 8.5.11 Amendment

§ 8.5.11.1 This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

§ 8.5.12 Non-Discrimination

§ 8.5.12.1 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.

§ 8.5.13 Severability

§ 8.5.13.1 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.

§ 8.5.14 Notices

§ 8.5.14.1 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) five (5) days after the same are deposited in the United States Postal Service mail, postage prepaid, certified mail, return receipt requested, addressed to the applicable party at the address indicated below for each party, or at such other address as may be designated by either party in a written notice to the other party:

OWNER:	City of Santa Fe Public Works Department, Facilities Division P.O. Box 909 Santa Fe, New Mexico 87504-0909
CONTRACTOR:	B&D Industries, Inc. 9720 Bell Avenue SE, Albuquerque, NM 87123 (505)299-4464

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User Notes: (1231696896)

§ 8.5.15 New Mexico Tort Claims Act

§ 8.5.15.1 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 any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

§ 8.5.16 Term and Effective Date

§ 8.5.16.1 This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and terminate on June 30, 2023 unless sooner pursuant to section 8.5.11.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 This, executed, AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor (Exhibit 1)
.2 Contractor's Price Proposal dated 6/18/19 (Exhibit 1,A)
.3 AIA Document A201™–2017, General Conditions of the Contract for Construction (Exhibit 1,B)
.4 City of Santa Fe General Conditions (Exhibit 1,C)
.5 City of Santa Fe Supplementary Conditions (Exhibit 1,D)
.6 Cooperative Educational Services Contract #16-01B-R124-ALL (Exhibit 1,E)
.7 Contractor's Certificate of Liability Insurance (Exhibit 1,F)
.8 Project Schedule (Exhibit 1,G)
.9 NMDWS Wage documents (Exhibit 1,H)
.10 Construction Documents referenced below (Exhibit 1,I)

Where there is a conflict or duplication between the General Conditions documents, the AIA General Conditions shall prevail.

Drawings

Number	Title	Date
19 sheets: G-001through S-501	CIP Project #503A, Salvador Perez Recreation Building Structural and Building Envelope Rehabilitation	06/04/2019

Specifications

Section	Title	Date	Pages
01 1000 through 12 2113	Design Specifications Salvador Perez Recreation Building Structural and Building Envelope Rehabilitation	06/04/2019	120

(Paragraphs deleted)

All Addenda transmitted to the Contractor prior to execution of this Agreement, if any, are included in the Agreement regardless of enumeration herein.

Addenda

Number	Date	Pages
001	6/13/19	2

§ 9.2 Indicated here for reference, the following documents are ancillary to the Agreement and are included in the City approval packet:

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User Notes: (1231696696)

.1 Contractor's City of Santa Fe Business License (Exhibit 2)
.2 Cooperative Educational Services Purchasing Agreement with the City, #18-0191 (Exhibit 3)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2017.

[redacted]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 8/2/19

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK
CC Mtg. - 7-31-19

APPROVED AS TO FORM:

6/28/19

ERIN MCSHERRY,
CITY ATTORNEY

CONTRACTOR:
B&D INDUSTRIES, INC.

7.12.19

BY: CLINTON BEALL, SENIOR VICE PRESIDENT

NM LICENSE # 1426
CRS # 01-716872-004
CITY BUSINESS REGISTRATION # 17-00110523
NM RESIDENT PREFERENCE #: L1754397648

APPROVED:

(for M. McCoy) 08.02.19
MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item
32151.572970.0119900: $1,111,484.38, EXP Salvador Perez Building, WIP Construction (2018 GRT Bond)
32125.572970: $141,500.00, EXP Municipal Pacility Repair, WIP Construction

Init.
/

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User Notes: (1231696696)

ITEM # 20-0061

CITY OF SANTA FE
AMENDMENT No. 1 TO
AGREEMENT BETWEEN OWNER AND CONTRACTOR

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE AGREEMENT 19-0648 BETWEEN OWNER AND CONTRACTOR, dated July 31, 2019 (the "Agreement"), between the City of Santa Fe (the "Owner") 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, the Contractor has agreed to provide construction services for CIP Project #503A, Salvador Perez Recreation Building - Structural and Building Envelope Rehabilitation;

B. Pursuant to Article 8.5.11 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Owner and the Contractor agree as follows:

1. SUBSTANTIAL COMPLETION:

Article 3 of the Agreement is amended to increase the Contract Time by thirty (30) calendar days for completion of the additional scope of work and for additional days for unforeseen conditions due to no fault of the Contractor, so that Article 3.3 reads as follows:

§ 3.3 Substantial Completion
§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

[X] Not later than ~~one hundred seventy-five~~ (175) calendar days from the date of commencement of the Work, subject to adjustments of this Contract Time as provided in the Contract Documents.

2. CONTRACT SUM:

Article 4 of the Agreement is amended to increase the total contract sum dollar amount by $51,396.88 to include provision for additional Work per the attached proposal dated December 13, 2019 (Exhibit 1,A), so that Article 4.1 reads as follows:

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **one million, three hundred four thousand, three hundred eighty-one dollars and twenty-six cents** ($ **1,304,381.26**), inclusive of New Mexico Gross Receipts Tax, subject to additions and deductions as provided in the Contract Documents.

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 Agreement 19-6048 Between Owner and Contractor for CIP Project #503A, Salvador Perez Recreation Building Structural and Building Envelope Rehabilitation.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 2/14/20

CONTRACTOR:

CLINTON BEALL, SENIOR VP
B&D INDUSTRIES, INC.

DATE: 2/19/2020

NM LICENSE #1426
CRS# 01-716872-004
City of Santa Fe Business
Registration# 17-00110523
NM Resident Pref # L1754397648

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
County 1/29/20

CITY ATTORNEY'S OFFICE:

1/14/20
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item
32151.572970.0119900: $51,396.88, EXP Salvador Perez Building, WIP Construction (2-018 GRT Bond)

City of Santa Fe New Mexico

Public Works Dept. - Facilities Division
MEMO

DATE: September 29, 2020

TO: Jarel Lapan Hill, City Manager

VIA: _____
Regina Wheeler, Department Director, Public Works RW
Michael Rodriguez, Division Director, Facilities
Marcos Martinez, Senior Assistant City Attorney MDM

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

ISSUE: Retroactive Approval of Amendment No. 2 for Salvador Perez Recreation Building Structural and Building Envelope Rehabilitation

PROJECT SUMMARY

Extensive remodeling has been completed on the Salvador Perez Recreation Building over the past year. The scope of work included the rehabilitation of the insulation and building envelope, structural repairs, HVAC replacement, upgrades to the locker rooms and swimming pool resurfacing. Four general contractors were engaged to complete this broad scope: B&D Industries for building envelope and structural; Ameresco for HVAC, FacilityBuild, Inc. for the locker rooms and PoolPro LLC for pool resurfacing.

During the work performed by B&D Industries, a number of deferred maintenance items were identified that were beyond the scope of work of their contract. This deferred maintenance was not foreseeable at the time the City created the scope of work. The total cost for this additional scope, as identified in Amendment 2 to the B&D contract (City of Santa Fe contract #19-048), is $35,457.72.

These additional scope items, summarized below, addressed code and safety issues, therefore it was necessary to perform the work in a timely manner. In consideration of the critical nature of the work and with the understanding that the City of Santa Fe purchasing procedures have accommodations for retroactive approval of contract amendments in critical situations like this one, the Facilities Division directed B&D to proceed.

The services performed without the City's prior approval of a contract amendment did not occur as the result of repeated mistakes or willful misconduct of the Requesting Department. Had the City's contractor, B&D, not performed the work, the Salvador Perez Recreation Center would not operable and therefore would not be able to provide recreational services to the public.

SUMMARY OF B&D CONTRACT AMENDMENT NO. 2

1. Provide repairs to existing fire protection system backflow and fire sprinkler heads.
2. Repair gas leaks in existing gas piping and re-route section of existing exterior gas line for code compliance (existing gas line was covered by wall finish).
3. Provide temporary heat for the facility during gas shutdown for gas repairs and re-routing.
4. Demolish and remove existing damaged and non-code compliant reception counter.
5. Provide ductwork mitigation/cleaning required due to the shutdown of natatorium HVAC air-handler unit for work by others (Ameresco) and for deferred maintenance.

The Department will route Amendment No.2 to the B&D Contract for Salvador Perez Recreation Building Structural and Building Envelope Rehabilitation to increase compensation by $35,457.72 to $1,339,838.98 inclusive of NMGRT through committees and Governing Body for retroactive approval. Note that the contract expiration is June 2023 which meets the criteria of the procurement manual for retroactive approval. An excerpt of the section of the City of Santa Fe Procurement Manual governing Retroactive Approval for a Contract Amendment is included below for your convenience.

XX. Retroactive Approval for a Contract or Contract Amendment

The Procurement Code requires that all non-exempt procurement by the City shall be achieved by competitive sealed bids or competitive sealed proposals except for small purchases, sole source procurements, emergency procurements, and existing contracts.

Failure of retroactive approval for contracts and contract amendments that fulfill all of the requirements of this manual and the Procurement Code, the City will approve the date requested in writing by the Requesting Department on the memo accompanying the request as long as the requested approval date is within thirty (30) days of the expiration of the contract.

For retroactive approval of contracts and contract amendments apart from the approval given pursuant to the provisions of this manual, the City may grant additional retroactive approval to a contract or contract amendment, based upon exceptional circumstances, where all the following conditions are met:

A. the services performed without the City's prior approval of the contract did not occur as the result of repeated mistakes or willful misconduct of the Requesting Department;

B. the failure to obtain the City's retroactive approval will prevent the Requesting Department from fulfilling its obligations;

C. the Requesting Department provides to the City Manager a written, factual, explanation of the matters described in Paragraphs (1) and (2) signed by the department director;

D. the Requesting Department requested, through a public officer or employee with authority to make such a request, the contractor to perform services that were then actually performed by the contractor in good faith reliance that it would be paid for those services

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 10/05/20
FOR CITY COUNCIL MEETING OF 10/14/20

b) Library Innovative Interfaces Inc. Addendum #7 in the Total Amount of $67,783.80 1 year Maintenance Agreement ILS Support – Sole Source – Term 07/01/20-06/30/21 (Maria E. Tucker, Library Director 955-6788 metucker@santafenm.gov)

COMMITTEE REVIEW:
Finance Committee (scheduled) 10/05/2020
Governing Body (scheduled) 10/14/2020

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

9-19-20

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 09/29/2020
ISSUE NO. 8A Library Innovative Interfaces Inc. Addendum #7 in the Total Amount of $67,783.80 1 year Maintenance Agreement ILS Support – Sole Source – Term 07/01/20-06/30/21 (Maria E. Tucker, Library Director 955-6788 metucker@santafenm.gov) **COMMITTEE REVIEW:** Finance Committee (scheduled) 10/05/2020 Governing Body (scheduled) 10/14/2020
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 10/05/2020 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: September 1, 2020

TO: Public works Committee
Finance Committee
City Council

VIA: Fran Dunaway, Chief Procurement Officer
Kyra R. Ochoa, Community Services Director

FROM: Maria E. Tucker, Library Director

ITEM AND ISSUE:

Innovative Interfaces Inc. Sole Source request for the approval of Addendum #7 in the Total amount of $67,783.80 for 1 year maintenance agreement ILS support.
Term 07/01/2020-06/30/2021; Innovative Interfaces Inc.
Maria E. Tucker, [redacted] 505-955-6788

BACKGROUND AND SUMMARY:

The Santa Fe Public Library provides library services to the citizens and guests of the City of Santa Fe. To provide this vital community service, the Library utilizes a computer system to track all library information including databases of all library items, patron records, circulation information, etc. Innovative Interfaces Inc. (III) is the Sole Source vendor for the City of Santa Fe Library's Integrated Library System (ILS) and was posted to the City's web site on July 12, 2020.

The library began its relationship with Innovative Interfaces in 1990. III is a well established company providing services to libraries for over thirty years. III provides the Santa Fe Public Library with support 24 hours a day, 7 days a week. This support is unlike traditional system administration because it also involves knowledge of library science and Java software engineering and analysis. The City of Santa Fe has contracted annually with III to maintain the integrity of this system.

The Maintenance Agreement in FY2015-2016 was $60,468.00 and FY 2016-2017 was $62,944.38 and FY 2017-2018 was $64,944.00, FY 2018-2019 was $64,517.60, FY 2019-2020 was $66,130.54 FY 2019-2021 will be $67,783.80.

PROCUREMENT METHOD:

The procurement method is Sole Source

CONTRACT NUMBER:

The FY20/21 Munis contract number is 3201104

FUNDING SOURCE:

The funding source is:
Fund Name/Number: General Fund/Fund 100
Munis Org Name/Number: Library Admin/1000101
Munis Object Name/Number: Software Subscriptions/530710

ACTION REQUESTED:

Community Services/Library respectfully requests your review and approval.

ADDENDUM #7 TO
INNOVATIVE INTERFACES INCORPORATED AGREEMENT

This **ADDENDUM** is made and entered into as of the date of the last signature of the parties hereto (the "***Effective Date***"), by and between **INNOVATIVE INTERFACES INCORPORATED**, a California corporation ("***Innovative***"), and the **CITY OF SANTA FE** (the "***Client***"). Capitalized terms not otherwise defined in this Amendment will have the meanings set forth in the Agreement (as defined below).

WHEREAS, Library and Innovative are parties the Innopac Contract dated May 22, 1995 (the "***Innopac Agreement***"), the Addendum dated May 18, 2006 (Millennium) Item#06-0259 (the "***Addendum #1***"), Addendum #2 dated May 27, 2011, Item#11-0452 (the "***Addendum #2***"), Addendum #3 dated December 19, 2017, Item#17-1341 (the "***Addendum #3***"), Addendum #4 dated May 18, 2018 (the "***Addendum #4***"), Addendum #5 dated November 29, 2018 (the "***Addendum #5***"), and Addendum #6 dated January 29, 2020 (the "***Addendum #6***") (together the "***Agreements***") and

WHEREAS, the Client owes Innovative annual renewal amounts in connection with the Agreements; and

NOW, THEREFORE, for good and valuable consideration and intending to be legally bound hereby, the parties hereby agree as follows.

1. **Annual Renewal.** Pursuant to the Agreements, Client will pay to Innovative $67,783.80 for the term running from July 1, 2020 through June 30, 2021, for the products and services set forth on the attached Invoice, INV-INC26155.

2. **Miscellaneous.**

a. This Addendum will become effective upon execution by both Innovative and the Client.

b. Except as otherwise amended hereby, the other provisions of the Agreements will remain in full force and effect as of the date hereof. In the event of a conflict between the provisions of this Addendum and the Agreements, the terms of this Addendum will control.

c. This Addendum may be signed in any number of counterparts, each of which will be an original, with the same effect as if the signatures thereto and hereto are upon the same instrument.

d. This Addendum will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3. **Assignment:** This Addendum is not assignable by either party, whether by operation of law or otherwise, without the prior written consent of the other party, which shall not be unreasonably withheld; provided, however, that Innovative may assign this Addendum to affiliates and successors in interest and in connection with a merger, acquisition or other such reorganization of its business. Any purported assignment in violation of this provision will be void and of no effect. Any permitted assignee will assume all obligations of its assignor under this Addendum.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to enter into this Addendum as of the dates specified below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE:

CONTRACTOR:
INNOVATIVE INTERFACES INC.

AKIN ADEKEYE
EVP & GENERAL COUNSEL

DATE: August 19, 2020

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

DATE:

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Aug 26, 2020 13:05 MDT)

SENIOR ASSISTANT CITY ATTORNEY

DATE: Aug 26, 2020

APPROVED FOR FINANCES:

MARY McCOY, FINANCE DIRECTOR

DATE:

Business Unit: 1000101.530710

AL

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3201104**

Contractor: **Innovative Interfaces Inc.**

Description: **1 year maintenance agreement. III provides the City of Santa Fe Library with 24 hour 7 days a week support.**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ◉

Term Start Date: **07/01/2020** Term End Date: **06/30/2021**

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # **7** to the Original Contract / Lease # **See attached**

Increase/(Decrease) Amount $ **67,783.80**

Extend Termination Date to: **06/30/2021**

☐ Approved by Council Date: _____

Amendment is for: 1 Year Maintenance

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

Original -	**$181,591.00**	**Addendum #5 -**	**$64,517.60**
Addendum #1 -	**$111,400.00**	**Addendum #6 -**	**$66,130.54**
Addendum #2	**$ 36,000.00**		
Addendum #3	**$ 62,944.00**		
Addendum #4	**Move to cloud**		

3. **Procurement History: Sole Source**

Purchasing Officer Review: Sep 11, 2020 Date:

Comment & Exceptions: sole source for amendment. 1 yr. software maintenance

4. **Funding Source: General Fund** **Org / Object: 1000101.530710**

Alexis Lefero
Alexis Lefero (Sep 10, 2020 09:19 MDT)

Budget Officer Approval: Sep 10, 2020 Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Gail L. Vigil Phone # **505-955-6789**

Email: _____

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Innovative Interfaces Inc.

Procurement Title: Addendum #7 / Sole Source

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 Community Services/Library Staff Name Gail L. Vigil

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: _____

Gail L. Vigil — Contracts Administrator — 08/26/20

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

Fran Dunaway (Sep 11, 2020 11:12 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 any resulting contract.

*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/2/2019

10/1/2020

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 Insurance Brokers, LLC
CA License #OF15767
Three Embarcadero Center, Suite 600
San Francisco CA 94111
(415) 568-4000

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Insurance Co of Hartford	20478
INSURER B : The Continental Insurance Company	35289
INSURER C : Indian Harbor Insurance Company	36940
INSURER D : National Union Fire Ins Co Pitts. PA	19445
INSURER E :	
INSURER F :	

INSURED
1379634 Innovative Interfaces, Inc.
1900 Powell Street Suite 400
Emeryville CA 94608

COVERAGES 1084520 CERTIFICATE NUMBER: 12592495 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:	N	N	6049714571	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 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY X Comp $100 Ded X Coll $1,000 Ded	N	N	6049714568	10/1/2019	10/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	N	N	6049714604	10/1/2019	10/1/2020	EACH OCCURRENCE AGGREGATE $	$ 16,000,000 $ 16,000,000 $ XXXXXXX
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N	6049714585 (AOS) 6049714599 (CA)	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
C D	Technology E&O/Cyber Liability(Claims Made) Crime	N	N	MTP9030774 05 01-950-26-47 (Crime)	10/1/2019 10/1/2019	10/1/2020 10/1/2020	$5M $1M	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
For Evidence of Insurance Only.

CERTIFICATE HOLDER
12592495
Evidence of Insurance

CANCELLATION See Attachment

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
Adam D. McDonough

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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: INNOVATIVE INTERFACES INCORPORATED

Business Location: 1900 POWELL ST SUITE 400 EMERYVILLE, CA 94608

Owner: SHAHEEN JAVADIZADEH

License Number: 222040

Issued Date: December 19, 2019

Expiration Date: December 31, 2020

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: $10.00

INNOVATIVE INTERFACES INCORPORATED
1900 POWELL ST SUITE 400
EMERYVILLE, CA 94608

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. 13 8/9/2019

CONTRACT TYPE	DESCRIPTION	AMOUNT
ORIGINAL		$ 181,591.00
ADDENDUM #1	Software hardware Upgrade	$ 111,400.00
ADDENDUM #2	Software Upgrad	$ 36,000.00
ADDENDUM #3	Maintenance	$ 62,944.00
ADDENDUM #4	Move to the Cloud	$ -
ADDENDUM #5	Maintenance	$ 64,517.60
ADDENDUM #6	Maintenance	$ 66,130.54
ADDENDUM #7	Maintenance	$ 67,783.80
Total		$ 590,366.94

City of Santa Fe, New Mexico

memo

DATE: July 10, 2020

TO: Frances A. Dunaway, Purchasing Director

FROM: Maria E. Tucker, Library Division Director Maria Tucker

RE: Sole Source Vendor – Innovative Interfaces Incorporated

BACKGROUND

Innovative Interfaces Incorporated (III) is the sole provider of maintenance for the Library's turnkey hardware and software systems. Santa Fe Public Library went live on a turnkey system in November of 2000. When the original contract was signed with the City of Santa Fe the parties agreed that the III system would remain under III maintenance as defined by Appendix D of that contract and that regular payments would be made to III for that service. The City Information Technology Division does not maintain any part of the III system. Since III is the sole provider of the maintenance on the III turnkey system they are the only source for this service. The Santa Fe Public Library has continued to contract with III to maintain the Integrated Library System in a turnkey environment since it went live. The following list indicates some of the services provided by III through the Maintenance Agreement.

Protect library data from hardware and operating system failure
Maintain hardware (server) and software
Provide support services 24 hours a day 7 days a week
Troubleshoot all problems – hardware and software
Maintain integrity of database

ACTION REQUESTED

Please approve this request recognizing III as a Sole Source Vendor. Funds are available in Org/Object 1000101.530710 to cover the cost of the maintenance agreement.

Should you have any questions please call Gail Vigil at ext. 6787.

Thank you.

Fran Dunaway
Approved

7/12/2020
Date

SOLE SOURCE REQUEST AND DETERMINATION FORM

This form must be forwarded to the Purchasing Officer for the City of Santa Fe Purchasing Office for processing.

Date: July 10, 2020

Prepared By: Gail Vigil **Title:** Contracts Administrator

Vendor Name: Innovative Interfaces Inc

Address: 1900 Powell Street, Suite 400

City: Emeryville **State:** CA **Zip Code:** 94608

Description of Good/Service to be Procured:

Estimated Cost: 71,257.72

Term of Contract: 1 Year Maintenance

1. **Explain why this is the only available source that can be meet the needs of your department.**

Innovative Interfaces Inc. does not allow other companies, vendors or suppliers to provide maintenance and upgrades of the software to their US clients.

2. **Explain why this vendor is the only available source from which to obtain this product of service.**

[X] **The company has affirmed (memo from vendor is attached) that there is no other source for this item. Our search for possible vendors proved unsuccessful; or**

[ ] **Other reason, please explain in full. Attach additional sheets, if necessary.**

3. **Explain why the price is considered fair and reasonable.**

Price Based on Original Contact #23290-23293

4. **Describe the efforts made to obtain the best possible price from this sole source vendor for the taxpayers. What (if any) is the total cost savings from the original quote? (Attach additional sheets, if necessary.)**

Negotiations were made for addendums since the Original Contract

Approvals:

Based on the above facts, the Purchasing Office has made the determination that the justification for the Sole Source procurement is in accordance with Section 13-1-126, NMSA 1978 and will be posted for a 30-day period prior to award.

Fran Dunaway 7/12/2020

Fran Dunaway **Date**
Purchasing Officer

Pursuant to Section 13-1-126, NMSA 1978, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no obligation to the award to the above referenced contractor were received. This Sole Source determination will be valid for a period of one (1) year from the date of the award.

Fran Dunaway (Aug 7, 2020 08:28 MDT)

Fran Dunaway **Date**
Purchasing Director
City of Santa Fe

Required Attachments:

***Letter from Contractor, if applicable**
***Agenda Item to be presented to City Council if over $50,000 for Professional Services and $50,000 for Goods and Non-Professional Services**

innovative

World Headquarters
1900 Powell St Suite 400
Emeryville, CA 94608
+1.510.655.6200

July 9, 2020

Maria Tucker, Library Division Director
Santa Fe Public Library
145 Washington Avenue
Santa Fe NM 87501

Dear Maria:

Santa Fe Public Library has previously purchased the Sierra Library Services Platform. This software is exclusively provided by Innovative Interfaces and must be maintained exclusively by Innovative Interfaces, Inc.

There are several features that are part of the Sierra Services Platform that are uniquely suited to the mission of the Santa Fe Public Library:

- Sierra is the only system that currently integrates e-book and licensed content transactions into the library management system. More and more of the content students use are purely digital, such as e-books. Sierra integrates digital content into the library system so that students and staff can see a complete picture of the library content they are using.
- Sierra is the only vendor-supported system to provide services for integrating library data into social networking services. Social networking services such as FaceBook and Twitter, are where students spend their time and interact. The library is most often absent from this new "Digital Information Commons." Sierra has transformed the library system to allow easy integration of library information with social networking services putting library services and content where the students are.
- Sierra is the only system that has been able to continue to leverage your previous investment in the Millennium Integrated Library System. Although Sierra is a completely new library system, it supports 100% of the products and functions you previously had in Millennium. This allows you to further leverage the financial and time commitment you made in the Millennium system.

In addition, no other vendor can perform the services required to maintain and support the Sierra Integrated Library System except for its developer, Innovative Interfaces, Inc.

Sincerely,

Akin Adekeye
General Counsel

innovative
a ProQuest Company

Invoice

Innovative Interfaces, Inc.
1900 Powell St.
Suite 400
Emeryville CA 94608
United States
billing@iii.com

Bill To

Santa Fe Public Library
145 Washington Avenue
Santa Fe NM 87501
United States

Invoice #	INV-INC24951
Invoice Date	4/21/2020
Terms	
PO #	
Due Date	6/30/2020
Site Code	sanfe
Created From	Sales Order #SO-INC24425
Currency	US Dollar

	Description	
1	Sierra Core Bundle Maintenance	67,783.80
73	Staff User Licenses	0.00
4	SIP2 Interface Licenses	0.00
1	Sierra Cloud Hosting	0.00

1 July 2020 to 30 June 2021
Year 3 of 3

Innovative Interfaces Inc. (III)

Original Contract

INNOVATIVE INTERFACES INC., an Equal Opportunity Employer, M/F, H/V company, incorporated under the laws of the State of California.
(hereinafter referred to as "Innovative Interfaces")

-and-

THE SANTA FE PUBLIC LIBRARY, A DIVISION OF THE CITY OF SANTA FE,
(hereinafter referred to as the "Library")

WITNESSETH:

WHEREAS the Library wishes to install and use computer software to improve the operation of the Library particularly in relation to the acquisitions, circulation, public catalog, and cataloging functions; and

WHEREAS on September 16, 1994, Innovative Interfaces responded to a "Request for Proposal 95/06/P for Automated Library Systems and Related Services for Santa Fe Public Library" (hereinafter collectively "the RFP"), dated August 8, 1994, proposing to provide certain equipment, software, maintenance, and related services to the Library, said RFP and Innovative Interfaces' response (the "Proposal"), dated August 8, 1994, as well as a "Request for Best and Final Offer from Innovative Interfaces, Inc. to Santa Fe Public Library" dated November 1994, and Innovative Interfaces' response, dated December 6, 1994, are on file in the Library's offices; and

WHEREAS Innovative Interfaces has represented and does hereby represent to the Library, subject to the terms and conditions hereof, that the computer software specified by Appendix A, Schedule 1 and the services specified by Appendix A, Schedule 6, of this Agreement, to be obtained by the Library from Innovative Interfaces, and particularly the software to be supplied to the Library pursuant hereto shall satisfy the requirements of the Library as agreed to in the Proposal and hereunder:

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

I. INTERPRETATION

1.01 Where used in this Agreement, unless the context otherwise requires, the following words and phrases have the respective meanings set forth below:

1.02 "Agreement", "this Agreement", "herein", "hereunder" and similar expressions refer to this Agreement and the Schedules annexed to it and referred to in it, all as amended from

time to time, and the expression "Section" or "Appendix" or "Schedule" followed by a number means and refers to the specified section of this Agreement.

1.03 "Licensed Software" or "Software" is the software listed in Appendix A, Schedule 1, including but not limited to the programs, operating software, and related items, any documentation for such products, and any subsequent updates or releases of such software or documentation which are furnished by Innovative Interfaces to the Library for use in connection with such product.

1.04 "Third-Party Software" is the software listed in Appendix A, Schedule 2, and any subsequent updates or releases of such software or documentation, to be obtained by the Library.

1.05 "Equipment" is the equipment listed in Appendix A, Schedules 3, 4, and 5, and any subsequent additions, deletions, or modifications thereto, to be obtained by the Library.

1.06 "Central Site Equipment" is the central site equipment listed in Appendix A, Schedule 3, and any subsequent additions, deletions, or modifications thereto, to be obtained for the Library from another vendor.

1.07 "Peripheral Equipment" is the equipment listed in Appendix A, Schedule 4, and any subsequent additions, deletions, or modifications thereto, to be obtained for the Library for use with the System.

1.08 "Data Communications Equipment" is the equipment listed in Appendix A, Schedule 5, and any subsequent additions, deletions, or modifications thereto, to be obtained for the Library for use with the System.

1.09 "System" is the combination of hardware and software components and peripheral equipment and telecommunications equipment, as specified by Appendix A, Schedules 1 through 5, and any subsequent additions, deletions, or modifications thereto.

1.10 "Date of Final Acceptance" means the date upon which the Library endorses its acceptance of the Licensed Software in the System environment with respect to the achievement of the acceptance standards set forth.

1.11 "Installation Site" or "Site" means the room or rooms within which each unit of the Central Site Equipment is to be installed on the premises of the Library.

1.12 "Purchase Price" means the dollar amount to be paid by the Library to Innovative Interfaces, as set forth in Appendix A, Schedules 1, 6, and 7, for fulfillment of its obligations under the terms of this Agreement.

1.13 "Error" or "Bug" means any function that is performed by the Software incorrectly or inconsistently with the documentation listed in Appendix E, Section 3, or the Correspondence listed in section 13.06.

1.14 "Certify" or "Certifies" means that Innovative Interfaces acknowledges the use of certain hardware or hardware platforms and can provide compatible code that will compile and run on that hardware, and that the Software will perform the functions described in the documentation listed in Appendix E, Section 3 and the correspondence listed in 13.06.

1.15 "TestPAC" means a sample of 20,000 of the Library's Bibliographic and Item records loaded, indexed and displayed as specified in the Library's worksheets. Upon complete review of this database, the Library may request changes to their original profiling decisions, and those changes will be implemented by Innovative Interfaces at no additional charge to the Library.

1.16 "TestPAC training" means the initial two days of on-site training by an Innovative Interfaces' staff member. This training covers OPAC, Management, and Maintenance functions, and will give the Library the necessary tools with which to review the TestPAC.

1.17 "TestPAC Acceptance" means the time at which the Library fully accepts all profiling decisions made, and the complete database begins to load or the Library begins to edit and create bibliographic data in the System.

1.18 "Initial Installation" means the installation of the Software, TestPAC, and the completion of TestPAC training.

II. SUPPLY OF LICENSED SOFTWARE, EQUIPMENT, AND SERVICES

2.01 In consideration of the payment of the Purchase Price and subject to all the terms and conditions hereof, Innovative Interfaces shall:

(a) supply to the Library under license the Software referred to in Appendix A, Schedule 1; and

(b) provide the services referred to in Appendix A, Schedule 6, and

(c) deliver to the Library the materials and documentation referred to in Appendix E.

2.02 Subject to the other terms and conditions hereof, the System shall be installed and shall become operational in accordance with the implementation timetable set forth in Appendix H.

2.03 Innovative Interfaces warrants that at the time of delivery it has the right to grant the software license(s) contained herein.

III. EQUIPMENT

3.01 The Equipment specified in Appendix A shall be acquired by the Library and shall be provided for use with the Software referred to in Section 4 in accordance with Innovative Interfaces' standard procedures, as set out in the documentation such as the User's Manuals and the Getting Started With INNOPAC guide, both of which will be provided to the Library by Innovative Interfaces.

Before the Library upgrades any of the manufacturer's hardware, the Library must receive written confirmation from Innovative Interfaces that the software is compatible with the upgrade.

If the Library makes any upgrades to the manufacturer's hardware that require Innovative Interfaces' assistance for installation and/or implementation, which requirement shall be determined in the Library's sole discretion, then the Library will contact Innovative Interfaces, request Innovative Interfaces' service and pay Innovative Interfaces for the time spent on such assistance based on Innovative Interfaces' then current rates.

3.02 Innovative Interfaces hereby Certifies that the Software, as specified by Appendix A, Schedules 1 through 5, shall work successfully with the equipment as a System to provide the Library with the functions and capabilities of the Licensed Software as described by this Agreement.

3.03 Innovative Interfaces hereby agrees that the barcodes provided by the Library, referred to in Appendix J, attached hereto, shall work successfully with the licensed software as specified in Appendix A, Schedules 1 through 5.

IV. SOFTWARE

4.01 Innovative Interfaces will supply to the Library the Licensed Software as specified by Appendix A, Schedule 1 of this Agreement.

4.02 Innovative Interfaces shall retain ownership of the Software and all modifications thereto. Each Licensed Software product, and all reproductions, corrections, modifications, enhancements and improvements thereof, provided by Innovative Interfaces to the Library, are the exclusive and proprietary property of Innovative Interfaces. Title and full ownership rights in all Licensed Software products and all reproductions, corrections, modifications, enhancements and improvements, and all related patent rights, copyrights,

trade secrets, trademarks, service marks, related goodwill and Innovative Interfaces' intellectual property are reserved to and shall remain proprietary to Innovative Interfaces. The Library shall not remove or destroy any copyright, trade secret, proprietary or confidential legends or markings placed upon or contained or embedded within any Licensed Software products and related materials.

4.03 Innovative Interfaces hereby grants to the Library, upon payment in full of the Purchase Price, with respect to the licensed software, a non-transferable non-exclusive perpetual license to use a single copy of the Licensed Software in conjunction with the Equipment, as specified by Appendix A, Schedules 3, 4, and 5, including any additions, deletions, or modifications thereto, including upgrades to the System with compatible equipment.

4.04 Third-Party Software, as specified by Appendix A, Schedule 2, shall be furnished by the Library.

Before the Library loads a new release of the hardware manufacturer's operating system, or operating system patches, the Library must receive confirmation from Innovative Interfaces that the Software is compatible with the new release.

If the Library makes any upgrades to the manufacturer's hardware that require Innovative Interfaces' assistance for installation and/or implementation, which requirement shall be determined in the Library's sole discretion, then the Library will contact Innovative Interfaces, request Innovative Interfaces' service and pay Innovative Interfaces for the time spent on such assistance based on Innovative Interfaces' then current rates.

4.05 Innovative Interfaces hereby Certifies that the Licensed Software shall work successfully with the other hardware and software components of the System as described by Appendix A, Schedules 2 through 5.

4.06 The Library agrees to use its best efforts to keep confidential all material and documentation relating to the Software and any modification thereto which has not been made generally available. The Library will not make available or distribute any program code or description associated with the System in any form whatsoever to parties other than employees, trustees, officers or agents of the Library without the prior written approval of Innovative Interfaces.

4.07 Innovative Interfaces' placement of a copyright notice on any portion of any Licensed Software or any update to such Licensed Software shall not be construed to mean that such portion has been published and shall not derogate from any claim that such portion is a trade secret or contains proprietary and confidential information of Innovative Interfaces.

The Library agrees to hold all such Licensed Software and updates and enhancements to

the Licensed Software in confidence at least to the extent that the Library protects its own similar confidential information and to take all reasonable precautions consistent with general accepted library standards to safeguard the confidentiality of such information. No portion of any update or enhancement to the Licensed Software may be disclosed, except to those of its employees, trustees, officers or agents who need to use such information in accordance with this software license.

Neither the Library nor any of its trustees, officers, agents, or employees shall have or bear financial responsibility to Innovative Interfaces with respect to a breach of confidence as to Licensed Software, updates, and extensions, unless the Library has failed to take reasonable precautions to safeguard the confidentiality of such information.

V. DOCUMENTATION

5.01 Within two weeks of the signing of this Agreement, Innovative Interfaces shall supply, at no cost to the Library, all standard materials published by and then available for use by licensees or purchasers of Licensed Software including manuals, programming aids and other relevant materials and documentation as specified in Appendix E. At the time of installation of the Licensed Software, Innovative Interfaces shall provide complete System documentation to support all functions.

5.02 All materials, documents and other information provided by Innovative Interfaces to the Library shall, if so identified by Innovative Interfaces at the time of delivery thereof, be treated as confidential.

5.03 The Library may duplicate documentation provided by Innovative Interfaces only for use by the Library or its agents, and with the inclusion of Innovative Interfaces copyright notices contained therein.

VI. SUPPLIES

6.01 The Library is responsible for the acquisition at its own expense of all supplies to be used in the day-to-day operation of the System including, without limitation, paper, magnetic tape, ribbons for printers and forms.

6.02 Innovative Interfaces shall advise the Library of the specifications, quantities, sources, and required uses of any supplies which are necessary for the installation of the System.

VII. SPECIAL DECLARATIONS

7.01 Innovative Interfaces represents and warrants that the Software will contribute to the System the qualities and functions described in Appendix F.

7.02 The Library will pay directly any or all applicable gross receipt taxes, excluding Innovative Interfaces' income taxes, with respect to the acquisition by it of the System or any part thereof, and the Library agrees to be responsible for and hold harmless Innovative Interfaces with respect to any applicable gross receipt taxes, excluding Innovative Interfaces' income taxes, tax liability or expense incurred by Innovative Interfaces in respect thereof.

7.03 No provision of this Agreement shall require the personnel employed by Innovative Interfaces in respect of the installation of the System to be members of any union or employees' association.

7.04 Innovative Interfaces shall pay all copyright, patent or other royalties, if any, in respect of the use of the Software. Innovative Interfaces shall defend, at its expense, any action brought against the Library to the extent that the action is based on a claim that the manufacture, sale, operation or use of the Licensed Software (or any part thereof) infringes any third party's U.S. patent rights or breaches any third party's U.S. copyright or industrial property rights and Innovative Interfaces shall pay any and all costs and damages payable by the Library in respect of any such action, so long as Innovative Interfaces shall have exclusive control of the defense of said suit.

If the Software (or any part thereof) becomes or in Innovative Interfaces' opinion is likely to become the subject of a claim based on an alleged infringement or breach as aforesaid, Innovative Interfaces may, at its expense and option do one of the following, provided however, that no option selected by Innovative Interfaces shall interrupt the operation of the Library or hinder the functioning of the system.

(a) modify the Software so that there is no longer any infringement or breach without adversely affecting capabilities of the Software;

(b) procure for the Library the right to continue to use the Software;

(c) substitute for the relevant Software other software having a capability equivalent to the replaced Licensed Software; or

(d) with the consent of the Library, take back such Software and refund any sums the Library has paid Innovative Interfaces on account of the purchase price less a reasonable amount for use.

Innovative Interfaces shall have no liability respecting any claim of infringement or breach

as aforesaid based entirely upon the combination, operation or use of the Software with equipment, software, apparatus, devices or items not supplied by Innovative Interfaces or in a manner not substantially consistent with Innovative Interfaces' specifications and instructions. This Section states the entire liability of Innovative Interfaces for any type of infringement or breach whatsoever of the industrial or intellectual property rights of third parties resulting from or relating to the manufacture, sale, operation or use of Equipment.

7.05 Innovative Interfaces represents and warrants that it has the full right to deliver to the Library the Licensed Software and that, on acceptance by the Library, the Library shall have license and good right to use the same free from any lien, claims, charges or encumbrances, so long as the Library so chooses.

7.06 Innovative Interfaces agrees to transfer the licenses to different or additional computers purchased or leased by the Library, provided that the Library shall operate only a single copy of the Licensed Software. This service will be provided at Innovative Interfaces' then standard rates.

7.07 Neither party shall divulge nor disclose to any third parties any information concerning the affairs of the other party which come to the knowledge of such party as a result or in performance of this Agreement unless such information becomes publicly available through no fault of either party. In cases where such disclosure is required to operate the system and the software, the Library may disclose confidential information to a third party provided that the third party sign a non-disclosure confidentiality statement with the Library first.

7.08 Neither Innovative Interfaces nor the Library shall be liable to the other for loss, damage, or delay in the work caused by war, riot, the act or order of any competent civil or military authority, strikes, unauthorized work stoppage, or by fire, flood, act of God, or by any cause which is unavoidable and beyond its reasonable control. In addition, Innovative Interfaces is not liable for loss or damage suffered by the Library or any third party not caused by the acts or omissions of employees, agents or equipment of Innovative Interfaces.

7.09 INNOVATIVE INTERFACES IS NOT LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE HOWEVER CAUSED, EXCEPT FOR CONDUCT OF INNOVATIVE INTERFACES WHICH IS NEGLIGENT OR INTENTIONAL..

7.10 THE LIBRARY'S RIGHT TO RECOVER DAMAGES TO PROPERTY CAUSED BY INNOVATIVE INTERFACES' FAULT OR NEGLIGENCE SHALL BE LIMITED TO ONE MILLION DOLLARS ($1,000,000.00). INNOVATIVE INTERFACES SHALL NOT BE LIABLE IN ANY EVENT FOR ANY DAMAGES RESULTING FROM THE LIBRARY'S USE OF PRODUCTS, EVEN IF ADVISED OF THE POSSIBILITY OF

SUCH DAMAGE. THIS LIMITATION OF INNOVATIVE INTERFACES' LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE, WITH ALL SOFTWARE TO BE DEFINED AS "GOODS".

7.11 All bibliographic, item, fine, patron, and other records entered into the database of the Library's System or supplied to Innovative Interfaces by the Library are and shall remain the sole property of the Library. Innovative Interfaces shall not, without the Library's written consent, copy or use such records except to carry out contracted work, and shall not, without the Library's consent, transfer such records to any other party not involved in the performance of this Agreement, and shall return submitted records to the Library upon completion of the work hereunder.

The Library shall have the right, without the consent of Innovative Interfaces to extract such data in industry-standard formats, using Innovative Interfaces' software and at no cost to the Library. The Library acknowledges that the methods of storage, compilation, format and layout constitute proprietary and trade secret information of Innovative Interfaces and are protected by federal copyright law. Innovative Interfaces agrees to assist the Library within thirty (30) days of such request, in making such extractions.

VIII. INSTALLATION AND TRAINING

8.01 Unless otherwise provided, all transportation of the Software or any part thereof to the Installation Site shall be the responsibility of Innovative Interfaces.

8.02 Prior to the installation of the Software, load of the TestPAC, and on-site training, the Library must have its equipment installed and running with the operating system loaded and any telecommunications in place by the date listed in Schedule H, but in no circumstances later than 45 calendar days prior to the TestPAC installation.

8.03 All costs and expenses related to the site preparation shall be at the sole expense of the Library.

8.04 Innovative Interfaces shall provide, at its sole expense, staff for complete on-site training of Library personnel according to the terms outlined in Appendix E.

8.05 Innovative Interfaces shall have first priority of access to and use of the System prior to the Date of Final Acceptance for purposes of diagnosis.

IX. ACCEPTANCE

9.01 The testing of the System shall be completed jointly by Innovative Interfaces and the Library to the mutual satisfaction of the parties.

9.02 Acceptance of Licensed Software

The Library's acceptance of each of the Licensed Software modules shown in Appendix A. Schedule 1, shall occur upon successful execution of the software acceptance tests described in Appendix G of this Agreement, as evidenced by an acceptance report signed by the Library's representative, or upon successful usage of the product by the Library in its operations for a period of ninety (90) consecutive days, without notifications by the Library to Innovative Interfaces of a problem that prevents acceptance, whichever shall occur first. Innovative Interfaces agrees to correct problems found in the course of this operational testing to the satisfaction of the Library.

Unless the Library provides Innovative Interfaces, in writing, with any claim that the System does not meet performance specifications on or before expiration of said 90 days, it will be conclusively presumed that the System has met all performance specifications.

9.03 The Library's acceptance of the System shall occur upon successful completion of the tests described in Appendix G. These tests must be completed within 120 days of the initial installation TestPAC.

9.04 Innovative Interfaces shall provide to the Library, its representatives and consultants, such consultation and advice as may reasonably be required by the Library in connection with aforesaid acceptance tests.

X. PAYMENT AND TITLE

10.01 The Purchase Price for the Licensed Software and all rights and benefits herein contained shall be payable in lawful money of the United States at the times and in the amounts set forth in Appendix B.

At its sole discretion, the Library can delay events and any associated payments for up to one (1) month from the date specified in Appendix B or Appendix H as finalized after the contract is signed and a detailed plan is developed. After one (1) month (30 days) from the scheduled event, the Library will pay Innovative Interfaces One Thousand Five Hundred Dollars ($1500.00) per day until the full amount of the scheduled payment is received. Regardless of delay, at any time when a scheduled event occurs, the associated payment is due in full.

In the event that the Library, at its option, shall delay an event as set out herein, the

Library acknowledges that to reschedule such event must be on a space-available basis with reference to already scheduled installations and training of other Innovative clients, provided however, that Innovative Interfaces shall use its best efforts in good faith to reschedule the event as soon as possible after the event was originally scheduled to occur.

XI. WARRANTIES

11.01 Innovative Interfaces represents and warrants to the Library that the Licensed Software, and all modules thereof, all programming aids and all other items supplied to the Library under the provisions of this Agreement shall be and, provided that the Equipment and Software are used in accordance with Innovative Interfaces' recommended operating procedure, and are not abused or misused, shall remain free from any and all defects and shall conform to all stated specifications, as defined by Appendix F and Appendix G, so long as the System remains under Innovative Maintenance as defined by Appendix D.

11.02 Maintenance payments shall begin 90 days after TestPAC training is successfully completed.[1]

11.03 The representations and warranties by Innovative Interfaces as provided for in Section 11.01 for each Software component shall continue in full force and effect for as long as a valid maintenance agreement exists between Innovative Interfaces and the Library. Any nonconformance of any Software component will be corrected by Innovative Interfaces in the same manner as stated in Appendix D for maintenance and support services.

11.04 Innovative Interfaces warrants that the Licensed Software, as specified in Appendix A, Schedule 1, including any additions, deletions, or modifications thereto, together with the services specified in Appendix A, Schedule 6, including any additions, deletions, or modifications thereto, shall perform successfully as an Integrated Library System in accordance with the documents specified in §13.06. .Innovative Interfaces warrants that the System and its components, as described by Appendix A, Schedule 1, including additions, deletions, and modifications, thereto, shall perform according to the warranty terms, standards, and specifications as set forth in Appendices C and F attached hereto and incorporated by this reference. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, IT IS EXPRESSLY AGREED THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR LIBRARY RELATED APPLICATIONS, EXPRESS OR IMPLIED, BY INNOVATIVE INTERFACES WITH REFERENCE TO THE SYSTEM WHICH EXTENDS BEYOND THE WARRANTIES SET FORTH HEREIN.

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[1]TestPAC training shall be considered "successfully completed" at the conclusion of the first two (2) days of onsite training.

XII. TERMINATION

12.01 If, prior to payment by the Library of the Purchase Price in full, the Library defaults in payment of any sum due hereunder or otherwise fails to fulfill its obligations under this Agreement beyond 60 days after receipt by the Library of written notice from Innovative Interfaces of such default, then Innovative Interfaces shall have the immediate right to terminate this Agreement and revoke the software license by notice to the Library and to enter upon the Library's premises to repossess and remove any Licensed Software which is not fully paid for by the Library. The Library's obligation to pay all charges which shall have accrued shall survive any such termination of this Agreement by Innovative Interfaces and such taking of possession shall be without waiver of any other remedies Innovative Interfaces may have at law or in equity. In addition, the Library shall be responsible for reasonable costs of removal of the Equipment or Licensed Software, including but not limited to transportation and labor charges.

12.02 (i) If Innovative Interfaces does not fulfill its obligations to deliver, install and test the Licensed Software in accordance with the dates specified in Appendix E, or,

(ii) If the System when installed does not meet the specifications set forth in Appendix F, or,

(iii) If Innovative Interfaces is in default in respect of any covenant, representation, warranty and/or agreement provided herein, or,

(iv) If any proceeding in receivership, liquidation or insolvency is commenced against Innovative Interfaces or its property, and the same be not dismissed within 30 days, or,

(v) If Innovative Interfaces makes any assignment for the benefit of its creditors, becomes insolvent, ceases to do business as a going concern, or seeks any arrangement or compromise with its creditors under any statute or otherwise,

then the same shall constitute an event of default by Innovative Interfaces hereunder, and upon the happening of any event specified in this Section 12.02, the Library may upon 60 days notice to Innovative Interfaces specifying Innovative Interfaces' default terminate this Agreement and such termination shall be without prejudice to any right the Library may have to damages at law or in equity; provided that if Innovative Interfaces or any of its Sureties, Guarantors or Indemnitors remedies its default within the said 60 day period, this Agreement shall remain in full force and effect.

Upon the happening of a default as provided under Section 12.02 (iv) or 12.02 (v), the Library shall be entitled to continue to receive from Innovative Interfaces and continue to use all materials related to all processes of the System. Upon the happening of a default

as provided under Section 12.02 (iv) or 12.02 (v), Innovative Interfaces shall provide to the Library the source code for the Licensed Software. In addition, these materials and all relevant source codes shall be placed in escrow by Innovative Interfaces upon completion of installation. The escrow materials shall be accessible to the Library only upon the happening of an event described in Section 12.02 (iv) or 12.02 (v), and access will be in accordance with the escrow agreement covenants as described in Appendix I. Innovative Interfaces shall maintain in such escrow arrangement at all times a full and current version of the Licensed Software, including any and all documentation of such products and any subsequent updates or releases of such software or documentation. Verification of escrowed materials shall be by certified letter from the escrow agent to the Licensee stating the identity of each document placed in escrow, the physical location of the escrow, and the date of establishment of the escrow.

XIII. GENERAL PROVISIONS

13.01 No party to this Agreement shall have the right to assign its rights or obligations under this Agreement except with the written consent of the other party hereto, which consent shall not be unreasonably withheld.

13.02 There are no understandings, agreements or representations, express or implied, between the parties hereto not specified or embodied herein or in the Library's purchase orders to Innovative Interfaces. Any prior commitments, written or oral, made by either party to this Agreement are superseded by this Agreement.

13.03 This Agreement shall not be modified, amended, rescinded, canceled or waived in whole or in part, except by written instrument signed by the parties hereto and no waiver of any of the provisions of this Agreement shall constitute a waiver of any of the other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver unless expressly so provided therein.

13.04 This agreement is to be governed by and construed in accordance with the laws, including equitable principles, of the State of New Mexico. In addition to, and not in limitation of the foregoing, the Uniform Commercial Code as in effect in the State of New Mexico shall apply to and govern this Agreement. In the event any court or arbitration panel shall determine that, not withstanding the foregoing, the Uniform Commercial Code as in effect in the State of New Mexico does not apply, the principles set forth in such Code shall apply to this Agreement.

13.05 All notices to be given to or received by the parties hereto shall be in writing and shall be delivered by messenger or mailed by prepaid registered or certified first class mail, with return receipt requested, to any such party at its address which:

in the case of Innovative Interfaces shall be:

Innovative Interfaces
5850 Shellmound Street
Emeryville, California 94608
Attention: President

and in the case of the Library shall be:

Santa Fe Public Library
145 Washington Avenue
Santa Fe, NM 87501
Attention: Director

Any party may by notice change its address for the purposes hereof. Any such notice shall be deemed to have been given, if delivered by messenger, on the date of its actual receipt, or, if delivered by certified mail, upon the date that it shall have been properly registered and deposited in the mail.

13.06 Contract Documents

Each of the Contract Documents listed below is incorporated herein by this reference as if set forth in full, and shall constitute a part of this Agreement. In the event of any conflict in any obligation of the parties pursuant to the below Contract Documents, control shall be determined in the following order of decreasing precedence:

(1) This Agreement, including the attached Appendices A through K.

(2) Innovative Interfaces' response proposal, dated December 6, 1994 to the Library's "Request for Best and Final Offer".

(3) The "Request for Best and Final Offer from Innovative Interfaces, Inc. to Santa Fe Public Library", dated November 1994.

(4) Innovative Interfaces' proposal to the Library dated September 16, 1994.

(5) The "Request for Proposal" from Santa Fe Public Library, dated August 8, 1994.

(6) Correspondence dated 22 November 1995 to Mary Grathwol of the Library from Russell McDonald if Innovative Interfaces including an announcement of Release 9.0.

13.07 Save as otherwise expressly provided, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and permitted assigns.

13.08 This Agreement is made and becomes effective when executed by a duly authorized representative of the City of Santa Fe, and by a duly authorized officer of Innovative Interfaces at Emeryville, California.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below.

THE CITY OF SANTA FE

Per:
Name:
Title:
Date:

INNOVATIVE INTERFACES

Per:
Name: Gerald M. Kline
Title: President
Date: 5/22/95

CITY OF SANTA FE

By:
Debbie Jaramillo, Mayor

Attest:

By:
Yolanda Y. Vigil, City Clerk

Approved as to Legal Form:

Asenath M. Keppler, City Attorney

APPENDIX A
Schedule 1
for
Santa Fe Public Library
February 9, 1995

INNOPAC Release 9 Software

200 Online Public Access Catalog $20,000.00
Includes:
- *Full Integration of all Modules
- *Library Information Screens
- *Sophisticated, Easily-searched Indexing
- *Keyword and Boolean Search Access
- *Patron request item function
- *Ability to redirect searches as subject or keywords with a single keystroke
- *Ability to browse items Nearby on Shelf with a single keystroke
- *In-depth analysis of patron searches

100 Cataloging Module $30,000.00
Includes:
- *Management Information System/Report Generator
- *Full Screen Editor
- *Online Headings and MARC Coding Verification
- *Global Updating
- *Heading Changes Report
- *Support for the full MARC standard for Bibliographic Records (100,000 characters per record, 10,000 per field)

103 Powerwatch Software[2] $1,950.00

110 1 OCLC Bibliographic Interface[3] $4,850.00

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[2]UPS must conform to Innovative Interfaces' specifications.

[3]Library must provide an RS-232 connection.

GK

107 Authority Control Module[4] $15,000.00

Includes:

- Ability to key and update full MARC Authority records
- Loading MARC Authority records from tape
- Display of Scope Notes in the OPAC

300 Circulation $28,500.00

Includes:

- Checkin/Checkout/Renewals
- Complete Circulation Policy Control[5]
- Holds Management
- Notice Generation and Printing
- Patron Payment History Information
- Circulation statistics by patron, volume, and location

308 PC-Circ Backup Software $650.00

Acquisitions Module

400 Ordering, Receiving/PO printing $9,500.00
401 10,000 order records @ $400/1000 . . . . . $4,000.00
402 Invoice Processing and Fund Accounting $5,000.00
403 Claiming $4,500.00
404 Hierarchical Fund Reports $4,500.00

Includes:

- MARC Output file for archiving
- Vendor file of 750 vendors
- Fund file of 750 funds
- Title key and One Order field indexing
- Audit trails that meet GAAP
- Ability to download bibliographic and order records online from your bibliographic utility
- OPAC display of library-selected order information
- Fund reports in library-specified groupings and levels of detail
- Graphing capability for all fund reports

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[4]INNOPAC Authority control provides a seamless integration of authority records into both the OPAC and Cataloging modules. Patron searches are redirected based on authority records via a single keystroke. Authority records can be used in cataloging to import subject headings directly into bibliographic records currently being edited.

[5]INNOPAC uses an easily maintained, three-dimensional matrix of patron type, item type, and item location to determine the loan rule under which the item circulates. Each loan rule has 46 variables which allow the library to control every aspect of the loan completely, including renewal privileges, notice texts and frequencies, grace periods, and overdue amounts.

101 67 Simultaneous User Licenses.	$91,250.00
Subtotal, Software:	$219,700.00
Database Profile and Tapeload[4]	$9,500.00
Shipping for Hardware Peripherals	Included
Shipping for Innovative Software	Included
Installation of Hardware and Application Software and System Initialization	$5,175.00
10.5 Days On-Site Training[5]	Included
Documentation[3]	Included

Warranty is extended to 90 days from installation.

GRAND TOTAL	$234,375.00
DISCOUNT 22.58%	($52,784.00)
DISCOUNTED GRAND TOTAL	$181,591.00
Monthly maintenance on INNOPAC system: [illegible]	$2,050.00

[4]Includes loading of Bibliographic, Authority, and Item records in the USMARC Communications format, from a single source and de-duplicated, with an initial load and gap tape, as well as on-going patron loads, with records supplied in a format specified by Innovative Interfaces.

[5]Based upon the modules purchased Innovative provides on-site training of the Library's staff for approximately 10.5 days. A single person will visit the Library for all training trips. This provides a rapport with the Library which allows the trainer to provide "personalized" training sessions based upon the particular needs of your Library.

[3]All INNOPAC systems come with 3 full sets of documentation (4 vols. including a Master Index) as well as a Getting Started manual at no extra cost.

LTI Data Processing[9] for 128,249 Bibliographic
Records and 158,535 Item records $19,276.00

All applicable gross receipts taxes are the responsibility of the library.

[9]Includes custom merging of the Library's tapes with the Library's circulation system records and item field creation, and authority control.

APPENDIX A

CONFIGURATION AND COSTS
SCHEDULE 2

THIRD-PARTY SOFTWARE

The Third-Party Software listed below is required for operation of the Licensed Software specified in Appendix A, Schedule 1 with the Central Site Equipment specified in Appendix A, Schedule 3. All Third-Party Software is to be obtained by the Library from another vendor, as listed below.

5756-030 AIX V/3 For RISC 6000
0193 AIX Ver. 3.2.5

5798-RZB IBM Connection Program/400

APPENDIX A

CONFIGURATION AND COSTS
SCHEDULE 3

CENTRAL SITE EQUIPMENT

The Equipment listed below is Central Site Equipment that the Library will provide for operation of the Licensed Software specified in Appendix A, Schedule 1 with the Third-Party Software specified in Appendix A, Schedule 2. All Central Site Equipment is to be obtained by the Library from another vendor, as listed below. Innovative Interfaces agrees that the equipment listed below will operate with the software listed in Appendix A, Schedule 1.

CENTRAL SITE EQUIPMENT

Unit MDL EC	Qty.	Description
7009-C10	1	IBM 'LIC' RS6000, including:
2415	1	SCSI-2 FAST/WIDE ADPT/A
2434	1	16BIT SCSI-2 F/W ADAPT/A INT
2588	1	2GB SCSI-2 F/W DSK DR SEL
2936	1	ASYNCH CABLE EIA-232/V.24
2937	1	PRINT/TERM INTERPOS EIA-232
3068	1	2GB SCSI-2 F/W INITIAL ORDER-1
4026	4	32MB SIMM MEMORY (SELECT)
4044	1	1MB L2 CACHE
5005	1	SOFTWARE PRELOAD US
6141	1	5GB INTR 8MM TAPE DR SELECT
8128	1	RISC/6000 128 PORT ASYNCH CTR
8130	1	RISC/6000 RSN 16-PORTEIA-232
8131	1	R/6000 128-PORT ACC 4.5METER
9282	1	3.5IN 2.88MB DISK DR SPECIFY
9300	1	LANGUAGE GROUP US ENGLISH
9800	1	POWER CORD U.S./CANADA
9980	2	ETHERNET 802.3 LAN ADAPT SPF

APPENDIX A

CONFIGURATION AND COSTS
SCHEDULE 4

PERIPHERAL EQUIPMENT

The Peripheral Equipment listed below is Peripheral Equipment that is required for operation of the Licensed Software specified in Appendix A, Schedule 1 with the Third-Party Software specified in Appendix A, Schedule 2, and the Central Site Equipment specified in Appendix A, Schedule 3. The Peripheral Equipment is to be obtained by the Library from another vendor.

No Peripheral Equipment to be listed.

APPENDIX A

CONFIGURATION AND COSTS
SCHEDULE 5

DATA COMMUNICATIONS EQUIPMENT

The Data Communications Equipment listed below is Equipment that is required, or to be used for operation of the Licensed Software specified in Appendix A, Schedule 1 with the Third-Party Software specified in Appendix A, Schedule 2, and the Central Site Equipment specified in Appendix A, Schedule 3. The Data Communications Equipment listed below is to be obtained from another vendor.

No equipment to be listed.

APPENDIX A

CONFIGURATION AND COSTS
SCHEDULE 6

DATABASE CONVERSION, LOAD, AND CONSULTATION

Qty	Central Site Equip. Item	Purchase Price
	Database Conversion and Load	$9,500.00
	LTI Data Processing for up to 128,249 Bibliographic Records and 158,535 Item records[2]	$19,276.00
	Shipping, Insurance and Installation of Peripheral Hardware	Included
	Software Installation and System Initialization	$5,175.00
	10.5 days On-site Training	Included
	Documentation, as listed in Appendix E, 3	Included
	TOTAL, DATABASE CONVERSION, LOAD AND CONSULTATION[1]	$33,951.00

[2] Includes custom merging of the Library's tapes with the Library's circulation system records, item field creation, and authority control. If processing costs from LTI are more than the listed amount, the Library is responsible for the actual costs and will be billed by Innovative Interfaces for the actual charges.

[1] All costs for services are included in Schedule 1 of Appendix A.

APPENDIX A

CONFIGURATION AND COSTS
SCHEDULE 7

COST SUMMARY

ITEM	PURCHASE PRICE
Software	$219,700.00
Database, Conversion, Load, Installation, Consultation and other Services	$14,675.00
SYSTEM TOTAL	$234,375.00
Discount	-($52,784.00)
DISCOUNTED GRAND TOTAL	$181,591.00
LTI Data Processing for approximately 128,249 Bibliographic, Records and 158,535Item Records	$19,276.00
MONTHLY MAINTENANCE:	
INNOPAC Software	$2,050.00

GLK

APPENDIX A

CONFIGURATION AND COSTS
SCHEDULE 8

INNOPAC OPTIONAL ADDITIONS

Prices for the following Optional Additions shall be locked in at current (April, 1995) list prices, minus 20% for a period of 18 months after date of contract signing. All other Optional Additions shall be available for purchase by the Library for a period of 18 months after date of contract signing at then-current list prices, minus a 20% discount. Any Optional Additions purchased after that time shall be available to the Library at Innovative's then-current prices.

Optional Additions to be available at the following prices (minus 20%) for a period of 18 months after date of contract signing.

	Software	List Price (March 1995)
1.	Serials Control (Product codes 500, 503, 501)	$15,400.00
2.	Gateway (Product code 201)	$4,500.00
3.	Z39.50	
	Client sub-option (Product code 201B)	$11,500.00
	Server sub-option (Product code 201C)	$11,500.00
	Client and Server purchased together	$19,500.00
4.	WindowPAC (Product code 208)	
	Server Software (Product code 208A)	$7,500.00
	Client software (Product code 208B)	
	First 10	$395.00/ea
	11 and over	$295.00/ea
	Client site license for 100 users or more	$1,000/operating system plus $50 per copy (100 copy minimum)
5.	Enlarged Text (ET) Terminal Software (Product Code ET1)	$3,400.00

G K

APPENDIX B

PAYMENT SCHEDULE

EVENT	AMOUNT	COMMENT
TestPAC Installation	$90,795.00 #23290	50%
System Reliability	$27,239.00 #23291	15%
Functional Acceptance of OPAC, CAT, CIRC	$63,557.00 #23292	35%
Total for INNOPAC System	$181,591.00	100%
LTI Tape Processing	$19,276.00[1] #23293	Due upon successful completion of database load.
TOTAL PAYMENTS	$200,867.00	

→ Invoiced & received
by # 23360
($24,750)

[1] If processing costs from LTI are more than the listed amount, the Library is responsible for the actual costs and will be billed by Innovative for the actual charges.

APPENDIX C

INNOPAC TAPE LOAD PROCEDURES

Innovative Interfaces will provide to the Library, for the price listed in Appendix B, INNOPAC tape loading services for data in the MARC Communications format consisting of the following:

* Profiling & Specifications Set-Up
* Test INNOPAC
* Conversion of 9-Track Tapes to Cartridge tape
* Initial Tape Load
* Monitoring of Tape Loads

A. PROFILING AND SPECIFICATIONS:

Using the worksheets from the Getting Started manual, Innovative Interfaces will configure the INNOPAC to specifications as agreed upon by both Innovative Interfaces and the Library. These profiles include Field Definitions and Indexing.

B. TEST INNOPAC:

A test set of records (Test INNOPAC) will be loaded into the INNOPAC for examination by the Library. Approximately 20,000 records are loaded as part of the test. It is the responsibility of the Library to examine the Test INNOPAC to determine if records are being loaded according to the agreed specifications. If adjustments need to be made, Innovative Interfaces will make adjustments at this point in load processing and re-do the Test INNOPAC. Upon written approval of the Test INNOPAC by the Library, the remainder of the records in the initial load will be loaded into the INNOPAC.

C. CONVERSION OF 9-TRACK TAPES TO CARTRIDGE:

For INNOPAC Systems which have 9-track tape drives, tapes can be loaded directly onto the INNOPAC. For Systems which have cartridge drives, Innovative Interfaces converts 9-track

tapes to the appropriate type of cartridge tape.

Tapes must be submitted to Innovative Interfaces according to Innovative Interfaces' magnetic tape specifications:

- MARC format
- 1/2" 9-track magnetic tape
- 1600 bpi or 6250 bpi
- ASCII format
- Unblocked
- Unlabelled
- Maximum data per tape of 25,000 records or 25MB of data, whichever is smaller.
- There should be no 999 fields in the records without first obtaining approval from Innovative Interfaces.

D. INITIAL TAPE LOAD:

The initial tape load will consist of the following possible types of records:

a. Bibliographic (or Bibliographic and Item)
b. Authority
c. Patron

Tapes for the initial bibliographic, authority, and patron load must be received forty-five (45) days prior to the install date.

The initial load consists of one complete set of tapes for each possible type of record: Bibliographic, Authority, or Patron. Each set of tapes for a type of record must meet the following criteria:

a. DE-DUPED: Each record should occur only once per set of records. If a record occurs more than once, all multiple occurrences will be loaded.

b. ONE SOURCE: All tapes for a particular type of record must be submitted from a particular source, such as one tape vendor. Different types of records may come from different sources, such as a tape vendor for bibliographic records and the campus computer center for patron records.

Location information which can be derived from holding symbols in the records will be loaded using mapping techniques. From the MARC records, fields and/or subfields may be loaded or excluded from the INNOPAC database. All data within the loaded fields/subfields are stored as they appear on the tape record.

E. MONITORING THE TAPE LOAD:

While the load process is in progress, Innovative Interfaces will monitor the load to assure that disk allocations and other System needs are correct. The Library is responsible for executing the procedures to load the remaining records and maintaining the database conversion log.

Once the initial tapes are loaded, the tape load is complete.

GAP TAPE LOAD:

Gap tapes represent records which have been produced between the time the initial load tapes were produced and when the Library begins adding new records directly on the INNOPAC.

Although gap tapes are not part of the initial load, Innovative Interfaces, as part of its on-going service, will work with the Library in loading these records. One set of gap tapes, if received within six (6) months of System installation, will be loaded and monitored as described above at no additional charge.

Often the gap tape records have been pre-processed by the same tape vendor as for the initial load. If the gap tapes are from a different source, they may require profile changes. Innovative Interfaces will adjust the loading parameters to accommodate these profile changes. However, all tapes that are part of the gap load must be from one source, using the same profiling and load parameters.

Tapes that will be loaded as part of the gap tape load are:

a. Bibliographic (or Bibliog. and Item) Records
b. Authority Records

All tapes that form the gap tape load should be de-duped, that is each bibliographic (or authority) record should only occur once for the entire set of tapes. The consequence of not having the tapes de-duped is that records will load multiple times.

During the gap tape load, the Library does have the option to overlay existing records with the incoming records. The principle of the overlay is that all bibliographic information in the existing record is replaced by the incoming record. Overlays are based on the matching of one indexed field (e.g. OCLC number). If the incoming record matches more than one record in the database, it may either be loaded as an additional record or rejected entirely. It will not overlay just one of the existing records.

If circulation item records are attached to the existing bibliographic record, these item records will be retained without changes. Any item information in the tape record will be used to attach an additional item to the bibliographic record. The overlay process does not replace or modify existing item records.

ADDITIONAL SERVICES:

If the Library requires additional record conversion (e.g tapes from multiple sources) or loading services, Innovative Interfaces may be able to provide these services for an additional charge. The Library shall contact Innovative Interfaces for availability and pricing information if they are interested in additional conversion services.

Patron Records

Patron records may be loaded from tape or by file transfer into your INNOPAC provided they are in one of the three formats listed below:

- MARC-like format (unblocked and variable length, i.e. if written on an IBM mainframe, RECFM=U)
- 80 column punched card image format
- ASCII Text file

Regardless of the format chosen above, the data must be in ASCII (8 bit).

A fourth format is available for libraries that can transfer the patron file into a file on a PC. In that case, you can use the SOFTERM PC program to transfer that file (using the XMODEM protocol through the COM port on the PC) into your library's INNOPAC.

Format 1: MARC

Each field is identified by a MARC tag. All fields are optional. Each MARC-like patron record consists of three sections:

- Leader
- Directory
- Variable-length fields

Leader

The leader is 24 bytes long (byte count 0 through 23). The first 5 bytes (0-4), right justified with zero fill, represent the logical record length. (The length of the record includes the five-byte record length and the record terminator.) Bytes 12 through 16 (from offset 0) contain the 'base address', which specifies the first character position of the first variable length field, and is equal to the sum of the lengths of the leader and the directory, including the field terminator at the end of the directory. The number is right-justified with zero fill. (The base address minus one is evenly divisible by twelve.) The remaining leader bytes should be set to ASCII blanks.

Directory

The directory is a list of the variable-length fields. It contains one 12-byte entry for each field in the record. Each entry consists of the field tag (3 bytes), the length of the field (four bytes) and the starting position of the field relative to the base address (five bytes), e.g., the entry 01500080000 indicates variable field 015 which is 8 bytes long and starts at position 20 after the end of the directory. The first field in the record starts at offset 00000, i.e. the first position after the end of the directory. The directory ends with a field terminator (hex 1E).

Variable-length Fields

Variable fields are identified by the three character tag which is stored in the directory. Each variable field begins with two blanks, followed by a hex 1F (subfield delimiter) and then a lower-case 'a', and then the remaining data in the field. Each field ends with a hex 1E (field terminator). The last character in the record is a hex 1D (record terminator).

There is a sample record on page 34.

Patron Record Content

The minimum needed for a patron record in INNOPAC is a name, tagged as a 100 field. All other fields are optional, and will vary from institution to institution. With one exception (note), fields are not repeatable. Empty fields - that is, fields for which you have no data - should be excluded from the records and from the record directory.

Records on tape can overlay existing records based on any indexed field in the record. For example, if the library includes the social security number in tag 010, it is possible to overlay based on the social security number. It is not possible to use more than one overlay point and it is not possible to vary the overlay tag from record to record. When records are overlaid in INNOPAC, the original record is replaced by the new record. Selected fields may be protected from being overlaid (e.g. circulation information, fines, etc), but it is not possible to transfer selected fields. Fields which will be found on the incoming tape (e.g., name) should not be protected on overlay. Otherwise, both forms of name will be retained.

Libraries may mark records for deletion by adding a 070 field with a content of the letter 'D'. Upon tape load, the patron records are coded for deletion. They are not immediately deleted from the database.

Following are the fields defined for INNOPAC patron records. Feel free to contact your Innovative Implementation Consultant if you have any additions you would like to make. Standard tags are:

Tag	Data
010	Social security number
020	Institution-assigned ID number
030	Barcode number
070	Delete code (the letter "D") if record is to be deleted
080	Expiration date of patron's library privileges (mm-dd-yy), e.g. "02-15-90".
081	Patron code 1 (one character)
082	Patron code 2 (one character)
083	Patron code 3 (000-255), e.g. "003"
084	Patron type (000-255), e.g. "003"
085	Home library code (five characters), e.g. "art "
100	Name (last name first, separated from first name(s) by a comma)
220	Local address (line breaks for printing designated by a "$", max is four lines)

225	Local telephone number
230	Permanent address (same format as field 220)
235	Permanent telephone number
500	Note (up to 80 characters)

Sample Patron Record

▾ = subfield delimiter (hex 1F)
▴ = field terminator (hex 1E)
¬ = record terminator (hex 1D)
· = ASCII blank

```
      010··▾a123-45-6789▴
      015··▾aR0078986▴
      020··▾a87-B1253▴
      030··▾a2·1306·00040·1234▴
      079··▾a12-31-88▴
      080··▾a06-01-90▴
      081··▾ab▴
      082··▾ax▴
      083··▾a005▴
      084··▾a001▴
      085··▾amainl▴
      100··▾aStudent,·John·A.▴
      220··▾aBox·320$This·Campus▴
      225··▾a2379▴

230··▾a123·Anywhere·St.$Small·Town,·OH·43
210▴
      235··▾a415-555-1234▴¬
```

Layout of the record above on tape:

```
00459·····00217··  ····010001600000015001300016002000130002903000
2200035107P0710000a-19000130000T70810070008302200A6000890830003000
97034000800105085001000115130002107136220002400160225000900169230
20420021123500170033B···▾a123-45-6789▴···▾aR0078986▴···▾a87-B1253▴···
·▾a2·1306·00040·1234▴···▾a12-31-88▴···▾a06-01-90▴···▾ab▴···▾ax▴···▾a00
5▴···▾a001▴···▾amainl▴···▾aStudent,·John·A.▴···▾aBox·320$This·Campus▴
···▾a2379▴···▾a123·Anywhere·St.$Small·Town,·OH·43210▴···▾a415-555-12
34▴¬
```

Format 2: 80 column punched card image format

Each field is an 80 character punched card image. The first character of the field is a lower case letter that indicates what the field is, e.g. n for name, or a for address. In addition, the first field in any record is the mandatory ZERO field. Below is a description of the ZERO field, and a standard list of lowercase one character alphabetic field codes.

You MUST verify, before you prepare the data, that the one character field codes you use are actually used in your particular institution's INNOPAC system.

Fields that are not used in any particular patron record do not need to be included in the data sent to INNOPAC.

If a field requires more than 79 characters, it may be continued on a second "card". In that case the first character of the second card is a plus sign, indicating that the card continues the previous card. Fields shorter than a card have the rest of the card filled out with blanks.

Fields Used

n name (last name first)
a address1 (each "line" separated by a dollar sign)
t telephone number
b barcode, etc.
h address2
p second telephone number
x note
d department
u institution-assigned ID number (such as, Social Security Number)

Other fields may be defined in consultation with your Implementation Consultant.

Zero Field

The first field in the record is the zero field, and it contains the following 24 characters of fixed length data:

Zero Field Contents	Size
Field code	1 char.(a zero)
Patron type	3 digits (000 to 255), e.g. "003"
Patron code 1	1 char. e.g. "a"
Patron code 2	1 char. e.g. "b"
Patron code 3	3 digits (000-255), e.g. "002"
Patron's home library code	5 chars. e.g. "art "
Patron message code	1 char. e.g. " " – blank space
Patron block code	1 char. e.g. "-"
Patron exp. date	8 chars.(mm-dd-yy), e.g. "02-15-90"

Fields should be blocked, so that 8,000 characters are transmitted at a time.

Example: 0255ab255xxxxx 06-30-90
nJones, John
a234 West 9th StSAnytown, SA 94321
t456-1234
p(312) 312-4567
b2 1234 12345 1234

Note: the dollar sign in the third line indicates a new line when printing circulation notices.

Format 3: ASCII Text File Image

Exactly the same format as the punched card image, except each field ends with a carriage return (hex 0D) and a line feed (hex 0A); also, fields do NOT have to be padded with blanks to 80 characters. Fields may be as long as desired (i.e. there is no need for the continuation card described above).

Example 0255ab255xxxxx06-30-90<CR><LF>
n234 West 9thST$Anytown, SA 94321<CR><LF>
t456-1234<CR><LF>
p(312) 312-4567<CR><LF>
b2 1234 12345 1234<CR><LF>

Format 4:

Exactly the same as Format 3 except that the first field of the record contains "RECORD"; and the fixed-length data elements are each on their own line, preceded by a code (0 to 7) indicating what they are:

Example

RECORD:<CR><LF>
0255<CR><LF>
1a<CR><LF>
2b<CR><LF>
3255<CR><LF>
4xxxxx<CR><LF>
5-<CR><LF>
6-<CR><LF>
706-30-90<CR><LF>
n234 West 9thSTSAnytown, SA 94321<CR><LF>
t456-1234<CR><LF>
p(312) 312-4567<CR><LF>
b2 1234 12345 1234<CR><LF>

APPENDIX D

INNOVATIVE INTERFACES'

MAINTENANCE AND SUPPORT SERVICES

HARDWARE AND SOFTWARE SUPPORT SERVICES

Innovative Interfaces shall provide the Hardware and Software Support Services as specified herein. Such services shall be provided based on Innovative Interfaces' monthly support charge as specified in Appendix A. Maintenance charges will begin 90 days after date of the successful completion of the TestPAC training. The charges as set out in Appendix A shall be for the first one-year period of this Agreement. After the third year, Innovative Interfaces may adjust such charges upward, not to exceed 6% in any one year or the percent change in the consumer price index for urban areas for the previous year upon at least 30 days prior written notice. Innovative Interfaces shall invoice the Library quarterly in advance for all such charges, and the Library agrees to deliver payment within forty-five (45) days after receipt of each original invoice.

(i) Innovative Interfaces will furnish the Library remote service for remedial maintenance assistance between the hours of 8:00 a.m. and 5:00 p.m. Pacific Time Monday through Friday.

Holidays:

New Year's Day
Presidents' Day
Easter Sunday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday following Thanksgiving
Christmas Day
Weekday adjacent to Christmas Day

Remote telephone diagnostic service shall be provided from 9:00 a.m. Sunday through 10:00 p.m. Friday Pacific Time, and Saturday 8:00 a.m. to 6:00 p.m. Pacific Time.

Innovative Interfaces shall make its best efforts to complete repairs within 48 hours of notice excluding weekends and holidays. Maintenance service does not include repairs and replacement parts due to damage caused by fire, lightning, tornado, windstorm, hail, earthquake, explosion smoke, aircraft, motor vehicle, collapse of building, strike, riot, power failure or fluctuation (beyond that accommodated by the UPS provided by Innovative Interfaces), or other cause originating by reason of other than normal operation of the equipment, or Library's negligence or misuse of the equipment. The Library agrees, as part of such maintenance service, to take reasonable care of the equipment and not permit persons other than authorized representatives of Innovative Interfaces, Inc. to effect adjustments or repairs to the equipment.

Should the problem involve a peripheral hardware device, including terminals, light pens, laser scanners, or screen printers, Innovative will ship, at Innovative's expense, a replacement unit to the Library by ground transportation the same business day if notified by 2:00 pm (Pacific Time), or the following business day if notified after that time. The Library will ship, at Library expense, the damaged or non-operable peripheral to Innovative by ground transportation.

(ii) On reasonable notice and at Innovative Interfaces' expense, Innovative Interfaces may require the Library to permit Innovative Interfaces to correct Software Bugs and carry out modifications to the System for the purpose of maintaining the System. Innovative Interfaces shall be responsible for all corrections at Innovative Interfaces' expense.

(iii) The Library will be informed of the release of new modules for the System which may be acquired by the Library from Innovative Interfaces at the then-prevailing market price.

New releases to the Licensed Software (including the Operating System) shall be installed at no cost to the Library. For the purpose of this document, the term "new releases" shall mean improvements in the Software which relate to operating performance but do not change the basic function of the Software.

In the case of the Operating System, new versions will be installed at no charge when the version has been adopted for use by Innovative Interfaces, and there is a compelling reason for proper functioning of the INNOPAC application software.

(iv) Field support for subsequent changes in System parameters shall be performed at Innovative Interfaces' current prices, with quotations to be provided for each required change. However, table modifications shall be considered part of

Innovative Interfaces' regular maintenance support.

REMEDIAL MAINTENANCE

Innovative Interfaces will be responsible for correcting any equipment or software malfunction resulting from the implementation by Library-designated maintenance personnel or instructions provided by Innovative Interfaces in the course of over-the-telephone diagnostic service.

PREVENTIVE MAINTENANCE

Innovative Interfaces will provide on-site service for preventive maintenance, including lubrication, diagnostics, cleaning and replacement of parts based on the needs of the system as determined by Innovative.

ADDITIONAL EQUIPMENT

If the Library adds any additional Innovative Interfaces equipment to the System after the initial installation, the Maintenance Agreement shall be extended to cover the new equipment. The maintenance charges for such equipment shall be based upon Innovative Interfaces' then-current maintenance price list. The 30-day warranty shall commence on the date of installation by the Library of such additional equipment. The additional equipment shall be added to the Maintenance Agreement after such warranty shall expire.

MAINTENANCE TRAINING OF LIBRARY PERSONNEL

Innovative Interfaces will train the Library's designated personnel at the Library's installation sites to enable such personnel to perform any necessary remedial maintenance on the System, Equipment and Software Products purchased pursuant to the Agreement (the "System"). The Library's designated personnel will have access to Innovative Interfaces' telephone service as described herein for diagnostic assistance, as necessary.

LIBRARY'S RESPONSIBILITIES

It shall be the Library's responsibility to prepare and maintain the proper environmental conditions for the system in accordance with the specifications furnished to the Library by Innovative Interfaces. The Library shall assist in the installation of the System and shall arrange for its designated personnel to be available for training during the time period (s) scheduled for installation.

MOVEMENT OF SYSTEM

The Library acknowledges that the specific placement and orientation of the System is crucial to its proper operation. The Library agrees not to move any part of the System, except peripherals, without the approval of Innovative Interfaces after reasonable prior written notice, which approval shall not be unreasonably withheld.

LIMITATION OF LIABILITY

Innovative Interfaces' obligation under this Agreement is limited to repairing the System in accordance with the terms hereof and as set forth in the Purchase and License Agreement. In no event shall Innovative Interfaces be liable to the Library for loss of profits, or other economic loss, including special, consequential or other similar damages arising out of any claimed breach by Innovative Interfaces of its obligations hereunder.

TERMS OF AGREEMENT

Maintenance and support services shall be renewable annually, on a year-to-year basis, for a minimum of 5 years.

APPENDIX E

TRAINING AND DOCUMENTATION [1]

1. TRAINING: Training Schedule

MODULE - FUNCTION	Days of Training
INNOPAC DATABASE	1.0
Searching the database	
OPAC features such as:	
Analysis of patron searches	
Patron Suggestions	
Report Generator, including	
Creating lists of records	
Statistical reports	
SYSTEM MAINTENANCE	1.0
Backing up data to tape	
Passwords	
Loading records from tapes	
Various system files	
CATALOGING	2.0
Keying and updating records	
Downloading from OCLC & RLIN	
Authority control	
Item records for circulation	
CIRCULATION	2.5
ACQUISITIONS	3.0
Includes downloading from OCLC	
SERIALS CONTROL	1.0

[1] This is Innovative Interfaces' recommended Training Outline. The Library will decide how they will specifically use their 10.5 days of training in conjunction with their assigned Library Training Consultant.

Training Methods

The 10.5 days of training are spread over three to five different on-site visits by an Innovative Training Consultant. Depending on your library's requirements, the on-site visits may occur over a period of several months.

Selecting Attendees

Innovative Training Consultants use hands-on training methods, with trainees learning how to use INNOPAC on the system itself. As a result, each training session should be attended by no more than six library staff members. When selecting attendees for training sessions, keep in mind the following recommendations.

- *Supervisors should attend training sessions relating to their area.* Training sessions include discussion of various system options, and supervisors will want to participate in making decisions on how to use the options.
- *At least one or two members of the library staff should be designated as system coordinators.* They should attend *all* of the training sessions.

At the end of any one training session, library staff will understand how to implement and use the module on which they were trained.

In order to allow time for the information provided during training to be fully absorbed, and to allow for follow-up questions and discussion, no more than four days of training should be scheduled during any one visit by an Innovative Training Consultant.

Each training session lasts a full seven hours. Innovative assumes that the library will make arrangements for the appropriate staff to be present once the schedule is mutually agreed upon.

Additional Training

Innovative is prepared, if your library should so desire, to schedule additional training sessions for an additional charge. On the following pages is a detailed outline of topics covered in the training sessions.

TRAINING OUTLINE

The outline below is general in scope and subject to change, depending on equipment, system, or people.

Prior to training, some time is usually devoted to hardware installation and testing. Some assistance is required for locating computer terminals, phone lines, and so forth. Otherwise, this time generally does not involve staff.

Introduction

- Introduction to INNOPAC. Basic design and theory of use.
- Use of terminal. Use of menu-driven system.
- Structure and content of records.

Patron Access Module

- Types of indexes
- Search result: singular, multiple, no-hit
- Displays of different types of records:
  - Bibliographic records
  - Order information
  - Checkin information
  - Circulation item information and availability
  - Authority records
- Redirecting searches:
  - to other subject headings in record
  - to items nearby on the shelf
- Using cross references to redirect searches
- Limiting multiple-hit search results:
  - Limiting by language, date, or location

- Combining qualifiers with Boolean operators

- Keyword searching:
  - Combining keywords in a single search
  - Strategy and input order of search request

- Library information screens:
  - Public service information screens concerning library hours, borrowing privileges, etc.
  - Patron on-line suggestion box

- Connecting to other system for search access

Management Information & the Report Generator

- Information about the system:
  - Online display of file sizes
  - Online display of system codes

- Types of records:
  - Bibliographic records
  - Item records
  - Patron records
  - Authority records
  - Order records
  - Checkin records
  - Course records for reserves

- Creating lists of records and specialized subsets of the database:
  - Searching on fixed-field information
  - Searching on variable-field information
  - Combining searches using Boolean operators
  - Sorting and printing output

- Creating statistical reports

- Analyzing patron searches. Automatic system reporting of all searches by:
  - Type of search
  - Which terminal used
  - Time of search

- Unsuccessful searches

- View patron suggestions from on-line suggestion box

System Maintenance

- Backing up the system data to tape:
  - Loading/unloading the tape unit
  - Files which should be backed up
  - Frequency of back-up function
  - Logs charting backups done

- Maintaining the Password file:
  - Levels of authorization
  - What functions are passworded
  - Entering user initials and password in file
  - Authorizing user for particular functions

- Maintaining system codes:
  - Fixed-length codes
  - Branch location codes
  - Branch addresses
  - Language and country codes

- Maintaining default settings for new records:
  - Bibliographic, authority, item
  - Patron and course types of records

- Hardware details of INNOPAC:
  - Power on/off switch - requirements and restrictions
  - Meaning and significance of signal lights
  - Cable configuration and connections

- Other hardware:
  - Printer loading and ribbon changing
  - Wand reader settings
  - Battery back-up unit

- Loading raw MARC files

Cataloging Module

- Keying new Bibliographic records:
  - Using fixed-length and variable-length fields
  - MARC tagging and INNOPAC tagging
  - System defaults and keying aids

- Downloading records from bibliographic utility (e.g. OCLC):
  - Setting and changing download parameters
  - What fields transfer; how they look after downloading

- Search results: singular, multiple, no-hit
  - Display of records: differences in display from what the patrons see

- Redirecting searches: using same capabilities as found in the patron access mode

- Updating and maintaining records:
  - Update on a per record basis
  - Batch update using Rapid Update
  - Transfer of attached records

- Deleting records from the database:
  - Deleting individual records
  - Batch deletions

Authority Control Module

- Keying new Authority records:
  - Types of fields and MARC tags

- Updating Authority records

- Catalog maintenance reports: automatic reports from INNOPAC on activity which might require authority control or record maintenance:
  - New headings for author or subject headings
  - Invalid headings
  - Blind references
  - Duplicate entries for ISBN, and record number indexes

- Global updates to headings:
  - Updating without verification
  - Updating with verification

- Deleting Authority records from the system

Circulation Module

- Circulation parameters

- Patron records:
  - Types and uses of variable-length fields
  - Purpose and uses of fixed-length fields and codes
  - System defaults for codes and how to modify them
  - Deleting patron records from the system
  - Restrictions on deleting patron who has items checked out

- Updating patron records:
  - Updating on a per-record basis
  - Batch updating of records

- Patron records:
  - Displaying items checked out to patron
  - Displaying items for which patron has placed a hold
  - Examining fines assessed and paid by patron

- Circulation Item records:
  - Attaching Item records to a Bibliographic record
  - Types and uses of variable-length fields
  - Purpose and uses of fixed-length fields and codes
  - System defaults for codes and how to modify

- Deleting Item records from the system:
  - Restriction on deleting when item is checked out to a patron

- Updating Item records:
  - Updating on a per record basis
  - Batch updating of records

- Using wand readers and laser scanners

- Checking out and checking in items

- Due date--information the system uses for automatic calculation of the due date:
  - item type
  - patron type
  - shelving location
  - calendar

- Overdues--system calculation of when item overdue:
  - Generation of overdue notices

- Renewals
  - Calculation of the new due date
  - Circumstances permitting renewal

- Holds:
  - Placing a hold for a specific copy
  - Placing hold for copy returned soonest
  - Maintaining the hold file
  - Clearing the holds shelf
  - Canceling holds

- Fines:
  - How fines accrue
  - Assessing special charges for services--e.g. photocopies
  - Recording payments
  - Billing for non-response to return notice

- Reserve room functions:
  - Establishing a course record, with course number, course name, and professor
  - Placing items on reserve and linking them to a course record
  - Change of status and location for reserve item
  - Removing items from reserve
  - Circulation restrictions for reserve items

- Printing notices:
  - Overdue notices

- Recall notices
- Pickup notices
- Hold cancellation notices

- Creating and using lists of records:
  - Searching by codes and types of records
  - Printing specialized lists
  - Using list to perform batch-mode updating such as re-registration of classes of patrons

Acquisitions Module

Library staff should have some books, orders, and invoices to be used as samples during training sessions. During training, we will take these samples through all phases of the acquisitions process.

- Placing orders and encumbering funds:
  - Keying new records--input new Bibliographic and Order records. Input records for both recently received items and new orders.
  - Retrieval--basic searching methods
  - Updating records
  - Printing purchase orders
  - Receiving ordered items
  - Claiming

- Maintaining the Vendor File:
  - Entering new vendors
  - Updating existing vendors

- Financial functions:
  - Processing invoices for received materials, for on-going serials, etc.
  - Posting; printing registers; and updating financial files
  - Displaying and printing financial reports
  - Establishing new funds and fund reports
  - Making fund adjustments--appropriations, credits, adjustments
  - Posting adjustments to fund files
  - Producing fund activity reports
  - Maintaining posting register logs
  - Daily, monthly routines; yearly fiscal close procedure

- Downloading from bibliographic utility:
  - Downloading bibliographic and order information using pre-determined code defaults
  - Overriding defaults: specifying fund, vendor, and other codes
  - Retention of codes/data for subsequent records

- Advanced retrieval techniques
  - Creating lists of records; sorting and printing; saving and copying review files
  - Statistics

Serials Module

Library staff should have on hand some issues of currently received periodicals and other serials to use as samples. Kardex or other Check-in records for these issues should also be available.

- Creating Check-in records:
  - Check-in records
  - Check-in cards: how to handle regular and irregular frequencies; standing orders

- Checking in serial issues:
  - Expected issues
  - Additional or unexpected issues

- Maintaining Check-in records:
  - Modifying issue information, check-in card parameters
  - Archiving Check-in records

- Building bibliographic records for serials:
  - Keying records
  - Downloading from bibliographic utility

- Check-in labels:
  - Establishing formats
  - Coding Check-in records for type of label
  - Printing labels during checkin

- Claiming issues:

- Claiming late issues during checkin
- Reviewing portions of the serials file systematically and claiming overdue issues
- Printing claim letters

- Special lists of serials
  - Creating lists of serial records
  - Searching for specific issue information
  - Sorting items in the list
  - Specifying data to print

2. TRAINING FOR OTHER MODULES:

Upon provision of the following Software modules, Innovative Interfaces will provide training to Library upon a schedule to be mutually agreed upon by the parties. Charges will be $350 per day plus travel expenses.

3. DOCUMENTATION

Innovative Interfaces will supply with the system described in Appendix A the following documentation:

3 copies of the *INNOPAC User Manual* (volumes 1-4)
1 copy of *Getting Started with INNOPAC*

4. INNOVATIVE CONSULTATION WITH THE LIBRARY:

Innovative Interfaces agrees to provide informal, ongoing management consultation services to the Library over and above the training and regular library systems consultant visits normally associated with this project.

(1) Innovative Interfaces management-level personnel shall, when traveling in the general geographic area, try to be available upon request by the Library to meet with the Library's management at a time to be mutually agreed upon to discuss system growth, telecommunications options, and other topics as necessary and desired by the Library.

(2) As developments of future modules proceed, Innovative Interfaces' personnel shall discuss,

during the above described visits, at user groups meetings, or in written communications to the Library, the impact of this function on system performance, including CPU requirements, disk and memory requirements, terminal requirements, etc. This is not a disclaimer on warranties in this Agreement but an indication of Innovative Interfaces' desire to continue in consultation with the Library and its participating libraries.

APPENDIX F

PERFORMANCE TESTING AND WARRANTIES

1. INTRODUCTION

The Library shall have three contact points with Innovative Interfaces: the Implementation Consultant, the Library Training Consultant, and the Innovative Help Desks. The Library Training Consultant is the project manager for Innovative Interfaces and is responsible for aiding in scheduling the tasks involved in the implementation of Innovative Interfaces' system. Such tasks include management presentations, user training, label ordering, documentation orders, consultation, status updates, and general information.

The Implementation Consultant and Library Training Consultant will work with the Library to insure that the planning and execution of the installation of the hardware, loading of software and databases, training of staff, and overall implementation project management are completed according to the requirements of this Agreement. Once the System is online and operational, the Innovative Help Desks will be the primary point of contact for hardware or software malfunctions, or to assist the Library in exploring other questions or difficulties in the use of the System.

The Innovative Help Desks are available via a toll-free telephone number. The Help Desks shall record all pertinent information regarding the malfunction and shall advise the user as to how the problem will be resolved. Innovative Interfaces shall make every possible effort to resolve a reported problem within eight hours but, due to the complex nature of the System, this is not always possible. In the event of an ongoing unresolved problem, the Help Desks shall make regular contact with the Library in order to keep the Library advised of the status of the problem resolution.

If an applications software problem causes a function or subsystem to be completely inoperable, there are mechanisms within Innovative Interfaces' organization that shall bring this fact to management's attention on a daily basis. Innovative Interfaces' management shall in turn contact Library's management on a daily basis for updates on the status of the problem resolution.

Innovative Interfaces warrants that all available resources shall be used in correcting a function that is being used by the Library that is not working according to the User's Manual.

When the Service Desk determines that a hardware malfunction has occurred, Innovative Interfaces shall initiate a resolution immediately as prescribed by the Innovative Maintenance Agreement then in effect.

2. WARRANTY GUARANTEE AND LIMITATION

2.1. For as long as a valid maintenance agreement exists between Innovative Interfaces and the Library, Innovative Interfaces warrants that the System shall perform the functions specified by this Agreement and its attachments, including Innovative Interfaces' written proposal and supplemental responses, as referenced by Section 13.07; Innovative Interfaces' documentation, as specified by Appendix E. Innovative Interfaces further warrants that for a period of five (5) years, the Software will be reliable as defined in Appendix G.

2.2. A new release of Software may require more computer resources than a preceding release, in which case the Library at its option may choose:

2.2.a. Not to implement a new release, and Innovative Interfaces will agree to support the Library's then-installed Software release, whereby the Library agrees to explicitly forego the functions and features of the new Release, for an additional two (2) years from the date that Innovative publicly announces the availability of the new Release, or five (5) years from the date of the installation of the System, whichever date is earlier; or

2.2.b. Add the new release, and purchase and install any hardware or software to the existing System that Innovative Interfaces recommends in order to maintain the warranties listed herein, or

2.2.c. Add the new release, without making recommended upgrades to the System, and accept a potential degradation in System performance, relieving Innovative Interfaces of the warranties listed herein.

3. DATABASE PROCESSING AND LOADING THRESHOLDS:

3.1. The Library shall supply Innovative Interfaces with tapes of its complete catalog database in two major installments, the Bibliographic/Item data and the Authority data. Each installment may come with one set of main tapes and one set of gap tapes from the same source. The gap tapes will be merged with the initial loads, and Innovative

Interfaces will supply software for the overlaying of matching bibliographic records and creating additional Item records.

3.2. Innovative Interfaces shall deliver with the licensed Software necessary programs and documentation for the Library to input to the System from an appropriate magnetic medium, and to output from the System onto magnetic tape, using standard streaming tape drive equipment, the following data in appropriate MARC formats where such formats are applicable:

3.2.a. All bibliographic records in MARC formats for:

Books
Serials
Maps
Scores
Sound Recordings
Archives and manuscripts
Computer files

3.2.b. All authority records in MARC formats, for:

Personal names
Corporate/conference names
Subjects
Series
Uniform titles

3.2.c. All holdings and locations data in US MARC format for holdings and locations.

3.2.d. USMARC Community Information format.

3.3. The System shall include capabilities for Authority Control as defined below:

The Association by the System of Bibliographic records and Authority records to provide for online input, update, and inquiry of bibliographic data through collocation of Bibliographic records by or about given authors, subjects, or titles with use of consistent forms of headings and associated cross-references as provided by Authority records. Such Bibliographic records and Authority records shall be input to and output from the System in appropriate MARC formats. The System shall establish associations between and among bibliographic records and Authority records in

real-time from online inputs and updates of Bibliographic records and Authority records, and in batch mode through batch input and update of Bibliographic records and Authority records.

3.4. Databases to be loaded

- Patron File
- Bibliographic and Item
- Authority
- Periodicals and Serial Bibliographic Records

4. REMEDIES:

As the sole remedy of the library for degradations in performance, Innovative Interfaces warrants that if the System, as defined by Appendix A and Appendix F(3), fails to perform according to the provisions of this Appendix F; that Innovative Interfaces shall make necessary software adjustments at no cost to the Library to meet contracted performance levels, no later than 60 days from date of notification by the Library and confirmation by Innovative.

The tests listed in Appendix G will form the measure to determine ongoing system functionality. After the functional acceptance period (120 days from TestPAC Training), ongoing system functionality and the System's reliability will be measured by actual usage.

APPENDIX G

ACCEPTANCE OF SYSTEM

1. GENERAL

1.1. Acceptance Tests

Acceptance of the System as described in Appendix A, Schedules 1 through 6 shall require successful completion, or waiver if not performed within 90 days of initial installation by the Library, of the following Acceptance Tests:

- Functional Performance Acceptance Test
- Software Reliability Acceptance Test

1.2. Acceptance of Changes to System

At the Library's option, acceptance of the System, including but not limited to installation of a new or upgraded Hardware and/or Software configuration, or a new or enhanced Software module or release may also require successful completion of the Acceptance Tests named above in 1.1., which must be attempted or waived by the Library within the following amount of time after such Installation:

Functional Performance Acceptance Test -- 120 days
Software Reliability Acceptance Test -- 60 days

Acceptance of the System, or of any other System, upgrade, or enhancement that requires re-loading of data files, shall require:

1.2.a. Successful loading of the Library's data files, and successful completion of the three types of Acceptance tests with the Library's database.

2. FUNCTIONAL PERFORMANCE ACCEPTANCE TESTS

2.1. After installation of each new Software module, Innovative Interfaces shall train the Library's personnel in, and shall demonstrate to the Library, the operation of the System

in accordance with Innovative Interfaces' documentation as listed in Appendix E. With Innovative Interfaces' approval, the Library may choose to waive such demonstrations and training.

2.2. After acceptance of the module functionality, or 120 days from TestPAC, whichever comes first, the System feature or module will be considered 'accepted' as defined by this agreement.

2.3. During the conduct of these demonstrations and tests, the Library shall inform Innovative Interfaces of variations of the System performance from System documentation, and of errors or "bugs" in the System functions.

2.4. The Functional Performance Acceptance Test shall not be deemed as successfully completed until:

2.4.a. The Database Processing and Loading indexing capabilities described in Appendix F have been verified;

2.4.b. Variations between System functions and System documentation have been corrected;

2.4.c. Errors or "bugs" in System functions have been corrected.

2.5 For 120 days from TestPAC installation or until Innovative Interfaces receives written acceptance of the software's functionality, Innovative Interfaces warrants that if licensed software fails to perform according to the provisions of this Agreement, Innovative Interfaces shall provide one or more of the following remedies:

2.5.a. Make necesssary software adjusments at no cost to the Library no later than sixty (60) days from the date of Innovative's receipt of written notification of the software failure by the Library.

2.5.b. Remove licensed software at no cost to the Library and refund all monies paid by the Library to Innovative Interfaces less the cost of database loads and the LTI processing.

3. SOFTWARE RELIABILITY ACCEPTANCE TEST

3.1 Innovative Interfaces shall notify the Library when the Licensed Software has been installed (hereafter referred to as "Installation"), and is ready for use, and Innovative Interfaces has loaded or has begun to load Library's Bibliographic and Authority records into the System and demonstrated the capability to create item records and build the patron database. The performance period for the Software Reliability Acceptance test (a period of sixty consecutive operational days) shall commence on the next working day following receipt by theLibrary of Innovative Interfaces' certification that such Installation has been completed and is ready for use. Upon commencement of the performance period, operational control becomes the responsibility of the Library. One sixty (60) day period need not expire in order for another performance period to begin. During the performance period hereunder, the System shall be scheduled for use during all regular business hours of the Library. Only downtime which occurs during the regular business hours of theLibrary shall be counted, and this shall be termed "Downtime".

3.2 If the Licensed Software operates at an effectiveness level of ninety-eight percent (98%) or more for period of sixty (60) consecutive operational days from the commencement date of the performance period, it shall be deemed to have met the Library's standard of performance and shall constitute a successful performance period.

3.3 For determining the effectiveness level, Adjusted Downtime should be calculated by multiplying the actual Downtime in hours and whole minutes by the applicable Downtime coefficient, as defined in the following table:

DOWNTIME COEFFICIENTS

Loss of critical functions for the:

(1)	Online Catalog System Searching, Browsing, Authority Control, Display	1.00
(2)	Circulation System Charge, Discharge, Renewal, Holds processing, Patron inquiry, Item inquiry, Data entry	1.00
(3)	Loss of Major Function	0.75

performance period.

3.8 Innovative Interfaces, at its own cost and expense, shall make all necessary adjustments, repairs, and modifications to the Licensed Software so that it shall perform in accordance with the testing standards.

3.9 Innovative Interfaces shall have a total of 90 days from the date of Innovative Interfaces' certification that the Installation is completed to successfully complete the Software Reliability Acceptance Test.

3.10 If the Software Reliability Acceptance Test shall not be successful, Innovative Interfaces, at its own expense, shall make such adjustments, modifications, enlargements, or reconfigurations of the Licensed Software as necessary to obtain a successful acceptance test. After such adjustments, modification, enlargements, or reconfigurations, if any, are made or installed by Innovative Interfaces, Innovative Interfaces shall notify the Library that Innovative Interfaces desires the Library to retry the previously unsuccessful test. The previously unsuccessful acceptance test shall then be performed again by the Library. If the test is again unsuccessful, the procedure set forth herein shall be repeated.

3.11 If the Software fails to complete a Software Reliability Acceptance Test within 120 days of the date of TestPAC Installation, the Library has the option to waive the requirement for successful completion, or to return to Innovative Interfaces the Licensed Software. Innovative Interfaces will return to the Library all monies paid to Innovative Interfaces for the Licensed Software described in Appendix A, Schedules 1 and 4, less the costs for database load described in Appendix A, Schedule 6.

APPENDIX H
PROJECT IMPLEMENTATION PLAN

Upon assignment of the implementation team and periodically thereafter, the Library and Innovative Interfaces shall jointly review this Project Implementation Plan and make such revisions/additions to it as are mutually agreed upon in writing. This review shall also serve to clarify each Event, and establish intermediate Events and Dates as necessary.

DATE	EVENT NUMBER	RESPONSIBLE PARTY	DESCRIPTION
June 1995	1	Both	Contract Signing
Within 2 wks of Contract signing	2	Innovative	Send Documentation and assign project implementation team
June 1995	3	Library	Send data to LTI
October 1995	4	Library	Deliver data from LTI to III
October 1995	5	Library	Deliver completed worksheets to III
October 1995	6	Library	Installs CPU and OS and makes it available
November-December 1995	7	Innovative	Testpac Training
December 1995-January 1996	8	Library	Testpac Approved
No longer than 120 days from Testpac	9	Library	Acceptance on Cataloging, Circulation, and OPAC
As Mutually Scheduled	10	Both	Load Gap Tapes

Sequence and dates for future trainings to be mutually determined between the Library and Innovative Interfaces' Implementation Team.

GK

APPENDIX I

ESCROW AGREEMENT

I. ESTABLISHMENT OF ESCROW

So long as the above-described license is in full force and as an additional material consideration for the granting, acceptance and continued benefits obtained and derived from such license, Innovative Interfaces and the Library agree that a copy of all source code material necessary to maintain all software licensed thereunder shall be placed in escrow as follows. Furthermore, Innovative Interfaces will pay to list the Library on the escrow policy for one year from the signing of this Agreement; thereafter the Library may elect to continue on the policy for as long as the Library maintains a license to the Software, and the Library pays the renewal costs as determined by the Escrow Agent. All renewal notices will be sent by the Escrow Agent to the Library at the address listed in 13.05:

A. The Escrow Agent shall be Data Securities International, 49 Stevenson Street, Suite 550, San Francisco, CA 94105. In the event that the above-named Escrow Agent fails or refuses to assume the responsibilities of Escrow Agent or ceases to act as Escrow Agent, the parties shall agree upon a new Escrow Agent and shall issue demands to Data Securities International to deliver the escrow material to such newly designated Escrow Agent.

B. Source code material shall be released to the Library by the Escrow Agent upon the occurrence of the following event:

i. If any proceeding in receivership, liquidation or insolvency is commenced against Innovative Interfaces and the same be not dismissed within sixty days, or

ii. If Innovative Interfaces make any assignment for the benefit of its creditors, becomes insolvent, ceases to do business as a going concern, or seeks any arrangement of compromise with its creditors under any statute or otherwise.

C. Verification of the occurrence of a condition precedent to the release of the escrowed materials shall be by a reasonable manner and means to the reasonable satisfaction of the Escrow Agent with written notice and opportunity to object given to Innovative Interfaces. The Escrow Agent shall have five days to release the escrowed documents or to advise the Library in

writing of the existence of a conflicting demand.

D. Should the Library elect to continue on the Escrow policy, cost for annual renewal shall be $150.00 for the first year renewal. Second and subsequent renewal fees shall be determined by the Escrow Agent, but with a percentage increase to the Library of not more than 5% or the percentage increase of the Consumer Price Index, whichever is greater.

II. VERIFICATION OF ESCROWED MATERIALS

Verification of escrowed materials shall be by certified letter from the Escrow Agent to the Library stating the identity of each document placed in escrow, the physical location of the escrow, and the date of establishment of the escrow.

III. ENHANCEMENT AND MODIFICATION

In the event that the software supplied to the Library pursuant to the above-described license is enhanced or modified, the Licensor agrees to deposit into escrow all documents and data reasonably necessary to support and maintain such enhancements and modifications pursuant to all of the terms and conditions of this escrow agreement.

IV. CONFLICTING DEMANDS

In the event that the parties to this agreement, at any time, give the Escrow Agent conflicting demands, the Escrow Agent shall promptly attempt to resolve the conflict. In the event that the Escrow Agent is unable to resolve the conflict within ten days, the Escrow Agent shall interplead the escrowed materials into a court of competent jurisdiction. Each of the parties hereto agrees to indemnify and hold the Escrow Agent harmless from all costs and expenses, including reasonable attorney's fees, in the event that a conflict of demands requires interpleader.

V. TERMS OF RELEASE OF ESCROWED MATERIAL

In the event that the material escrowed hereunder is released to Licensee, said materials shall nevertheless remain the property of Innovative Interfaces, its assigns, trustees, and/or successors in interest. The escrowed materials shall be subject to all of the terms and conditions of the underlying license granted to Licensee, including but not limited to, trade secrets and confidentiality protection. The Library agrees that the escrowed materials shall be used exclusively for the maintenance of the licensed software and for no other purposes. The Library agrees to make all persons working with such licensed escrowed material aware of the terms and conditions of the license and their liability for unauthorized use of the licensed escrow material.

APPENDIX K

LTI TAPE PROCESSING COST GUIDELINES

Innovative Interfaces' guidelines for passing through the LTI tape processing cost:

(1) Fixed fee option: The Library will be billed $19,276.00 for LTI processing on up to 128,249 bibliographic and 158,535 item records. Any actual cost beyond this amount will be billed to the library by Innovative Interfaces;

(2) Invoice actual cost from LTI regardless of the amount for a $1,495.00 handling fee from Innovative Interfaces;

(3) Contract with LTI directly.

Authority Control Processing

LTI charges only for titles with MARC records. There will be no authority control processing for titles without MARC records.

LTI Quote for Santa Fe Public Library

Actual figures from LTI confirmed to Santa Fe Public Library:

(1) LBPITEM records in AS400 database is 158,535 x $.07 ..... $11,097.45

(2) LBPITEM records in AS400 database is 128,249 x $.055 ..... $ 7,053.70

(3) LTI hourly rate for custom programming is $75/hour; estimate 15 hours required for the conversion of the Santa Fe database.

(3a) 15 Hours x $75 = ... $ 1125.00

TOTAL $19,276.00

Innovative Interfaces Inc. (III)

Addendum #1

ITEM # 06-0259

ADDENDUM

INNOVATIVE INTERFACES, INC., an Equal Opportunity Employer, M/F, H/V company, incorporated under the laws of the State of California, United States of America (hereinafter referred to as "Innovative Interfaces")

-and-

THE CITY OF SANTA FE (hereinafter referred to as the "Library")

WITNESSETH:

WHEREAS Innovative Interfaces and the Library entered into an Agreement dated May 22, 1995;

WHEREAS the Library wishes to purchase the items as set out in Schedule A of this Addendum, and the Library shall pay Innovative Interfaces according to the terms as set out in Schedule B.

WHEREAS the Library wishes to purchase these items as an upgrade to an existing System;

WHEREAS this Addendum and its Appendices, are herewith incorporated into the original Agreement between Innovative Interfaces and the Library. The whole Agreement, and all Appendices, shall apply to this Addendum in full force and legal effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last written below.

CITY OF SANTA FE

By: David Coss

Name: David Coss
Title: Mayor

Date: 5-12-06

ATTEST:

By: Yolanda Y. Vigil

Name: Yolanda Y. Vigil, CMC
Title: City Clerk

cem 5/10/06

Date: 5-18-06

Approved As To Form:

Anne Lovely, Acting City Attorney

INNOVATIVE INTERFACES, INC.

By: James A. Hoffman

Name: JAMES A. HOFBAUER

Title: EVP - CFO

Date: 5-17-06

SCHEDULE A

Confidential Price Quotation for
SANTA FE PUBLIC LIBRARY
February 22, 2006

MILLENNIUM SYSTEM EXPANSION:

A. Basic Millennium Software

[100-M] MILLENNIUM WEB MANAGEMENT REPORTS

Graphical access to a full suite of management reports, including

- Age of collection report
- Collection development report, cross-tabulation of cataloging, ordering and circulation data
- Patron search statistics and analysis
- Circulation statistics including cross-tabulation of item and patron data
- Vendor performance statistics
- Downloadable to spreadsheet programs for further analysis

[100-MD] MILLENNIUM CATALOGING/DATABASE MANAGEMENT

Access to all cataloging functions from a web-based graphical client, plus

- Millennium Global Updating
- Automatic authorities processing
- Multiple record editing windows
- Sort attached records by any field in the summary display; preserve that order
- Direct access to all attached records
- Direct access to improved Create List function
- Ability to define a single contextual link to a content provider of library's choice
- Session statistics per login
- View/place/capture Holds
- Bib/item location synchronization
- Record-by-record output in XML format

[105-K] **Advanced Keyword Searching**

- Available in WebOPAC and all Millennium staff clients
- Pre-limiting of searches
- Simple and/or "advanced" search screens
- Adjacency/proximity searching
- Keyword indexing and retrieval from subject; notes; title and author fields

[204] EXPORT BIBLIOGRAPHIES

- Allows OPAC users to place certain records into a special file that they can transfer [download] to a file, a printer, or an email address.

[300-M] MILLENNIUM CIRCULATION

Access to all circulation functions from a web-based graphical client, plus

- Direct access to patron database for editing; new record creation

- Direct access to Create List function
- URL's supported in course records
- Visual and audio alerts to special conditions, customized per login
- Direct, interactive access to graphical library calendar for all date-dependent functions

[305A] EMAIL CIRCULATION NOTICES

[107D] AUTOMATIC AUTHORITIES PROCESSING
- Includes re-indexing of authority records

Subtotal ..... $ 59,000
Less Millennium allowance ..... -$ 11,800
Software Total ..... $ 47,200

B. Millennium Services

ONSITE TRAINING
4 days in 2 visits -- includes expenses

INDEXING EXPANSION
Complimentary re-indexing to upgrade system to 2005 indexing standards, including as necessary:
- Re-indexing of 505 Title Subfields - Any bibliographic record with a 505 field that contains the subfield t will be included in the title index.
- Re-indexing of ISN Index - This re-indexing allows a search for an ISSN or ISBN without entering the punctuation in the search string.
- Re-indexing of Volume Numbers for Numeric Sorting - Volume numbers currently sort left to right [1, 10, 13, 2, 200, 3, etc.]. After this re-indexing volume numbers will sort in numeric order [1, 2, 3, 10, 13, 200, etc.]
- Re-indexing of Numbers - This adds numbers to the keyword index.
- Selective Indexing of Punctuation - This includes certain punctuation marks, such as '+', in phrase indexes.
- 125 Character Phrase Indexing - The current limit on the search string is 75 characters. This indexing will increase the limit from 75 to 125.

Basic Millennium Services..... $ 6,000

C. Optional Additional Software

(An increase to monthly maintenance of 1% will apply to the following optional software products 12 months after installation)

(201AM)	Web Access Management	$9,500
(305G)	Telefonns 1 line, 2 messages	$13,450
(310M)	Millennium Graphical Self-check	
	Base price, including one license	$9,000
	Two additional licenses	$6,400
(325)	Online Patron Self-Registration	$5,500
(408C)	EDIFACT Electronic Ordering	$5,000
(415)	EDIFACT Invoicing	$2,950

Sub-Total	$51,800
Less Millennium Allowance	- $10,360
TOTAL	$38,880

Hardware

a) Hardware upgrade to Innovative Sun V240 platform
- MILLENNIUM Sun V240 CPU
- 1 Ghz UltraSPARC® IIIi processor
- 2 GB RAM (Maximum memory capacity 16Gb)
- 4 x 36 Gb UltraSCSI Disk Drives (10,000 RPM)
- Software RAID mirroring
- Solaris 9 Operating System
- Millennium application license to run under Solaris operating system
- Internal DVD-ROM drive
- 10/100/1000 Mbps Ethernet connectivity
- 400W Power Supply
- U107 UPS 1.4KVA
- External 20/40 4mm DAT tape drive
- Associated cables/controllers

b) **Machine setup, software services, migration of database and users**
c) **One day on-site service (including expenses)**
d) **Shipping, insurance**

Software Subtotal	**$ 24,150**
Less Millennium allowance	**-$ 4,830**
Hardware Total	**$ 19,320**

GRAND TOTAL.....$111,400

NOTES:
1. The proposed system expansion must be purchased as a package to qualify for allowance.
2. There will be no increase in monthly maintenance for this expansion package except for optional additional software products listed in Section C.
3. Payment may be made over two fiscal years with no carrying charges; payment may be made over three or four years with carrying charge of 8% on unpaid balance after second year.
4. Taxes are not included in the quoted prices but, if applicable, may be charged by Innovative Interfaces at point of invoicing.
5. This quotation is confidential between Innovative Interfaces and Santa Fe Public Library and is valid for 90 days.

SCHEDULE B
PAYMENT SCHEDULE

Grand Total	**$111,400**

Payments will be due 30 days after invoice. Interest of 1% per month of the full outstanding amount will be charged for late payments.

These amounts are excluding taxes. The Library will be responsible for all applicable taxes.

Innovative Interfaces Inc. (III)

Addendum #2

ITEM # 11-0452

ADDENDUM No. 2

INNOVATIVE INTERFACES, INC., an Equal Opportunity Employer, M/F, H/V company, incorporated under the laws of the State of California, United States of America (hereinafter referred to as "Innovative Interfaces")

-and-

THE CITY OF SANTA FE (hereinafter referred to as the "City" or the "Library")

WITNESSETH:

WHEREAS Innovative Interfaces and the City entered into the original Agreement dated May 22, 1995 for the purchase of equipment, software, maintenance and related services to Library, as set forth in detail in Appendix A, Schedules 1 through 6 (hereinafter referred to as the "Agreement"); and

WHEREAS Innovative Interfaces and the City, pursuant to Paragraph 13.03 of the Agreement, have amended the Agreement by a November 21, 2000 agreement entitled "City of Santa Fe Hardware and Software Purchase and Maintenance Agreement" whereby the City purchased certain software and hardware listed in Paragraph 1 of said agreement. The parties further amended the Agreement by another amendment entitled "Addendum" (hereinafter referred to as "Addendum No. 1") dated May 12, 2006 and its attached Schedules A and B; and

WHEREAS the City and Innovative Interfaces have entered into yearly Hardware and Software Maintenance Agreements since the original Agreement; and

WHEREAS the City, by this Addendum No. 2, hereby agrees to purchase an integrated software upgrade for the Innovative Interfaces' software and hardware that the Library currently possesses and has a maintenance agreement for this software and hardware; and

WHEREAS the City, within fifteen (15) days of final acceptance by the City, shall pay Innovative Interfaces the sum of thirty six thousand dollars ($36,000) for Innovative Interface's satisfactory completion of installation and implementation of said integrated software system upgrade; and

WHEREAS this Addendum No.2 is herewith incorporated into the original Agreement, the 2000 Agreement, and Addendum No., between Innovative Interfaces and the City. All of these agreements between the parties, as a whole, shall apply to this Addendum No. 2 in full force and legal effect; and

WHEREAS both parties agree that the governing law is the law of the State of New Mexico. Further, both parties agree and consent to the jurisdiction and venue of the First Judicial District Court, Santa Fe, New Mexico.

IN WITNESS WHEREOF, the parties have executed this Addendum No. 2 as of the date last written below.

CITY OF SANTA FE

By: Robert Romero
Name: Robert P. Romero
Title: City Manager
Date: 5/27/11

By: Kathryn Raveling
Name: Kathryn L. Raveling
Title: Finance Director
Date: 5/26/2011

ATTEST:

By: Yolanda Y. Vigil
Name: Yolanda Y. Vigil, CMC
Title: City Clerk
Date: 5-31-11

INNOVATIVE INTERFACES, INC.

By: Arlene Deberque
Name: Arlene Deberque
Title: Customer Accounts
Date: 5/25/2011

Approved As To Form:

Judith Amer for
Geno I. Zamora, City Attorney
5/26/11

Innovative Interfaces Inc. (III)

Addendum #3

ITEM # 17-1341

ADDENDUM #3 TO
INNOVATIVE INTERFACES, INC. AGREEMENT

This ADDENDUM is made and entered into as of the date of the last signature of the parties hereto (the "*Effective Date*"), by and between INNOVATIVE INTERFACES INCORPORATED, a California corporation having its principal place of business at 5850 Shellmound Way, Emeryville, CA 94608 (hereinafter referred to as "*Innovative*"), and the CITY OF SANTA FE, (hereinafter referred to as "*Library*").

WHEREAS, Library and Innovative are parties the Innopac Contract dated May 22, 1995 (the "*Innopac Agreement*"), the Addendum dated May 18, 2006 (Millennium) Item#06-0259 (the "*Addendum #1*"), Addendum #2 dated May 27, 2011 (Item#11-0452)(the "*Addendum #2*")(together the "*Agreements*") and

WHEREAS, Library desires to license from Innovative certain software, and software maintenance and support services, in connection with such license, and software maintenance and support services, the parties desire to amend the Agreements as set forth in this Amendment; and

NOW, THEREFORE, for good and valuable consideration and intending to be legally bound hereby, the parties hereby agree as follows.

1. **Additional License.** Subject to the terms of the Agreements, Innovative hereby grants to the Library a non-exclusive, non-sub-licensable, non-transferable license (the "Additional Software License") to use the software (the "Additional Software") on a perpetual license basis described in Exhibit 1 of this Amendment. The software maintenance and support services terms, and price of the Additional Software License will be as respectively set forth in the corresponding quotes in Exhibit 1.

2. **Maintenance and Support Terms and Conditions.** The Library agrees to purchase from Innovative the software maintenance and support services described in Exhibit 1 and Exhibit 2 attached to this Amendment for the price and per the terms specified in Exhibit 1 and Exhibit 2 attached hereto. Innovative will provide software maintenance and support services set out in Exhibit 1 and Exhibit 2 for as long as the Library is current on payment to Innovative of the annual software maintenance and support services fees.

3. **Currently Licensed Software.** The software the Library currently licenses from Innovative is as set out in Exhibit 3 attached hereto.

4. **Term.** Subject to the early termination provisions set forth in the Agreements, this Agreement will be effective for an initial term of three (3) years following the Effective Date (the "Initial Term"). This Agreement will be automatically renewed for additional one (1) year terms (each, a "Renewal Term" and, together with the Initial Term, the "Term"), unless either party gives the other not less than ninety (90) days' prior written notice of its intent to terminate this Agreement effective as of the end of the then-current Term.

5. **Appropriations.** The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Client for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Client, this Agreement shall terminate upon written notice being given by the Client to Innovative. The Client's decision as to whether sufficient appropriations are available shall be accepted by Innovative and shall be final.

Except as otherwise amended hereby, the other provisions of the Agreements will remain in full force and effect as of the date hereof. In the event of a conflict between the provisions of this Amendment and the Agreements, the terms of this Amendment will control.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to enter into this Amendment as of the dates specified below.

CITY OF SANTA FE:

JAVIER GONZALES, MAYOR

DATE: 12/14/17

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg 12/13/17

APPROVED AS TO FORM:

10/16
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

12.19.17
ADAM K. JOHNSON, FINANCE DIRECTOR

Business Unit/Line Item:
12100.53010

INNOVATIVE INTERFACES INCORPORATED

See attached
HILARY NEWMAN, SVP LIBRARY SERVICES

DATE:

Except as otherwise amended hereby, the other provisions of the Agreements will remain in full force and effect as of the date hereof. In the event of a conflict between the provisions of this Amendment and the Agreements, the terms of this Amendment will control.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to enter into this Amendment as of the dates specified below.

CITY OF SANTA FE:

JAVIER GONZALES, MAYOR

DATE:_____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 12/13/17

APPROVED AS TO FORM:

10/16
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

ADAM K. JOHNSON, FINANCE DIRECTOR

Business Unit/Line Item:

INNOVATIVE INTERFACES INCORPORATED

HILARY NEWMAN, SVP LIBRARY SERVICES

DATE: 10/19/2017

EXHIBIT 1

Additional Terms:

1. Fees. All Fees, expenses and other amounts owed to Innovative must be paid to Innovative within 30 days following receipt of the invoice.

2. Commencing upon year 2 and thereafter, Innovative will have the right to increase rates for services being renewed by 2.5% over the previous year.

[APPROVED QUOTES FOLLOWS THIS PAGE]

innovative

Invoice

Innovative Interfaces, Inc.
5850 Shellmound Way
Emeryville, CA 94608
510.655.6200
billing@iii.com

Invoice #	INV-INC18129
Invoice Date	5/14/2018
Terms	
PO #	
Due Date	7/8/2018
Site Code	sanfe
Created From	Sales Order #SO-INC19396
Currency	US Dollar

Bill To
Santa Fe Public Library
145 Washington Avenue
Santa Fe NM 87501
United States

Description	Options	Amount
Sierra Core Bundle Maintenance		64,517.60
Current Staff Users		0.00
SIP2 Interface Maintenance		0.00
1 July 2018 to 30 June 2019		

Total	64,517.60
Amount Due	US$64,517.60

FEIN 94-2553274

Please remit electronically to:
Bank of America, N.A.
ABA/Routing Code: 026009593
SWIFT: BOFAUS3N
Beneficiary: Innovative Interfaces Incorporated
Beneficiary Account: 1416200046

For payments remitted by check via regular mail:
Innovative Interfaces, Inc
PO Box 74008010
Chicago, IL 60674-8010

For payments remitted by check via FedEx and/or UPS:
Bank of America Lockbox Services
Innovative Interfaces, Inc
LBX #74008010
540 W Madison, FL 4
Chicago, IL 60661

For billing inquiries contact us at:
1-510-655-6200 or billing@iii.com

EXHIBIT 2

Innovative Interfaces Incorporated
Maintenance and Support
Terms and Conditions

These Maintenance and Support Terms and Conditions ("Support Terms") apply to the Agreements. The terms set forth herein supplement, but do not replace or modify, the Agreements terms.

1. **Maintenance and Support.** Innovative will offer maintenance and support on the terms set forth herein ("Maintenance and Support") for the latest generally available version of the Software and for certain earlier versions in accordance with Innovative's support policy. Standard Maintenance and Support is included with the price for the annual license set forth in the Agreements.

2. **Error Response.** Error descriptions (each an "Error"), the Error severity levels and corresponding targeted response time per level are each described in the table below. The Targeted Response Times in the table below identify the response times that Innovative will target for the corresponding Error, however, such Targeted Response Times are not guaranteed.

Severity	Description	Target Response Time
One - Site Down	A major component of the software is in a non-responsive state and severely affects library productivity or operations. A high impact problem that affects the entire library system. Widespread system availability, production system is down	1 hour
Two – Critical	Any component failure or loss of functionality not covered in Severity 1 that is hindering operations, such as, but not limited to: excessively slow response time, functionality degradation; error messages; backup problems; or issues affecting the use of the module or the data	2 business hours; excludes holidays and weekends
Three - High	Lesser issues, questions, or items that minimally impact the work flow or require a work around	2 business days; excludes holidays and weekends
Four – Routine	Issues, questions, or items that don't impact the work flow. Issues that can easily be scheduled such as an upgrade or patch	4 business days; excludes holidays and weekends

3. **Error Reporting and Diagnosis.**

a. Library must designate a representative as the contact that will report Errors to Innovative and be Innovative's primary contact for the provision of Maintenance and Support pursuant to the terms of this Agreement (such representative is referred to herein as the "Library Contact"). When a Library Contact reports an Error, Innovative will use commercially reasonable efforts to diagnose the root cause of the Error ("Diagnosis"). Upon completing the Diagnosis, each Error will be classified as either a "Warranty Error" or a "Non-Warranty Error" pursuant to Section 3.b. below. Innovative will use commercially reasonable efforts to diagnose and repair both Warranty and Non-Warranty Errors as described below.

b. "Warranty Errors" are all Errors that do not qualify as Non-Warranty Errors. "Non-Warranty Errors" are Errors resulting from any of the following causes: (i) misuse, improper use, alteration or damage of the Software; (ii) operator error; (iii) incorrect data entry by Library; (iv) third-party software not part of the Software; (v) errors and/or limitations attributable to Library environment; (vi) Library's failure to incorporate any New Release previously provided to it by Innovative which corrects such Error; (vii) modification of the Software performed by Library; and (viii) technical consulting services provided by Innovative at Library's request (e.g., change orders, integration development, or configuration design and implementation), unless Library notifies Innovative of such technical consulting services problem within the applicable warranty period set forth in the governing statement of work, change order or agreement. Library acknowledges that the Software is intended for use only with the software and hardware described in the Specifications provided by Innovative from time to time, and Library will be solely responsible for its adherence thereto.

4. **Complimentary and Chargeable Support.** Innovative will respond to all reported Errors pursuant to Section 2 above and will use commercially reasonable efforts to resolve Warranty Errors at no additional charge if Library has purchased and is current on its payment for Maintenance and Support; however, Innovative may charge Library for such effort with respect to Non-Warranty Errors according to the following process: (i) When the Library Contact reports any Error, prior to commencing the Diagnosis for the Error, Innovative will notify the Library Contact that the Diagnosis and repair effort will be at no charge to Library unless the reported Error is determined to be a Non-Warranty Error, in which case only the first two hours of Diagnosis will be at no charge; and (ii) Innovative will then commence the Diagnosis unless instructed otherwise by the Library Contact. If more than two hours are required for the Diagnosis of Non-Warranty Errors, then such additional Diagnosis hours will be charged to Library at Innovative's then-current rate for technical services. Once the Diagnosis is complete, the Library Contact will be given the option of having Innovative proceed with repairing the Non-Warranty Error, and, if so requested, Innovative will provide an estimate of the total cost for such effort. If agreed to by the Library Contact, Innovative will undertake to repair the Non-Warranty Error and charge Library for the associated technical services performed.

5. **Ticket Management and Escalation.** Innovative manages all reported issues using a ticket management system, and provides an Internet portal for Library to report issues. Library may review the status of issues reported online. When an Error is either unresolved or not resolved in a timely fashion, the Library should contact Innovative representatives pursuant to Innovative's escalation policy made available on Innovative's Internet portal.

EXHIBIT 3

Currently Licensed Software

ProductCode	*Description*
101-M	Unlimited Web OPAC user licenses
101-S	73 staff users
102-M	Unlimited Data License
107	Authority Control Option
200W	WebPAC Pro
201C-2	Z39.50 Client / Client Broadcast / Server
104	File Transfer Software
122B	Synchronize bibliographic locations
110N	OCLC Interactive Via the Network
318-2	Telephone Renewal System - two phone lines
305D	Teleforms D - 1 line
400-M	Sierra Acquisitions
100-M	Sierra Reports
100-MD	Sierra Cataloging
300-M	Sierra Circulation
105-L	Advanced Keyword Method II
107D	Automatic Authorities Processing
201-AM	Sierra Web Access Management
201-AM/URL	URL checker
204	OPAC Export
305A	Circ Notices via E-Mail Option
310M	SIP2 with 6 licenses
325	Online Patron Registration
408C	Electronic Ordering (EDIFACT) via FTS format
415	EDIFACT Invoicing
102-M	Unlimited Data License
201WS	Spell Check
105F-M	Scoping
317-URL-I	Patron API (URL)
201FB	RSS FeedBuilder
111	Scheduler
	Statistics
	Selection Lists
	Automatic Link Maintenance
	Offline Circulation
	Sierra Rest API
	Create Lists
	SQL Access

Innovative Interfaces Inc. (III)

Addendum #4

Addendum # 4

This **Addendum #4** is made and entered into as of the date of the last signature of the parties hereto (the "***Effective Date***"), by and between **INNOVATIVE INTERFACES INCORPORATED**, a California corporation ("***Innovative***"), and the **CITY OF SANTA FE** (the "***Client***"). Capitalized terms not otherwise defined in this Addendum will have the meanings set forth in the Agreement (as defined below).

WHEREAS, the Client and Innovative Interfaces Incorporated are parties to the Agreement made effective as of May 22, 2006 (as amended from time to time, the "***Agreement***"); and

WHEREAS, the Client desires to purchase from Innovative certain upgrades to the Software and, in connection with such purchase, the parties desire to amend the Agreement as set forth in this Addendum; and

NOW, THEREFORE, for good and valuable consideration and intending to be legally bound hereby, the parties hereby agree as follows.

1. Additional Software License. Subject to the terms of the Agreements, Innovative hereby grants to the Library a non-exclusive, non-sub-licensable, non-transferable license (the "Additional Software License") to use the software (the "Additional Software") on a subscription license basis described in Exhibit 1, attached hereto. The software maintenance and support services terms, and price of the Additional Software License will be as respectively set forth in the corresponding quotes in Exhibit 1.

2. Miscellaneous.

a. This Addendum will become effective upon execution by both Innovative and the Client.

b. Except as otherwise amended hereby, the other provisions of the Agreement will remain in full force and effect as of the date hereof. In the event of a conflict between the provisions of this Addendum and the Agreement, the terms of this Addendum will control.

c. This Addendum may be signed in any number of counterparts, each of which will be an original, with the same effect as if the signatures thereto and hereto are upon the same instrument.

d. This Addendum will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3. Assignment: This Addendum is not assignable by either party, whether by operation of law or otherwise, without the prior written consent of the other party, which shall not be unreasonably withheld; provided, however, that Innovative may assign this Addendum to affiliates and successors in interest and in connection with a merger, acquisition or other such reorganization of its business. Any purported assignment in violation of this provision will be void and of no effect. Any permitted assignee will assume all obligations of its assignor under this Addendum.

[Signature Page Follows]

Exhibit 1

Pricing Exhibit

1. **Fees**. All Fees must be paid to Innovative within 30 days following receipt of the invoice.

[APPROVED SOFTWARE LICENSE QUOTE FOLLOWS THIS PAGE]

innovative

Pricing Exhibit

Innovative Interfaces, Inc.
5850 Shellmound Way
Emeryville CA 94608

Date	3/20/2018
Quote #	EST-INC6832
Payment Terms	Net 30
Overall Contract Term (Months)	48
Contract Start Date	
Contract End Date	
Sales Rep	Dennis Carter
Site Code	sanfe
Expires	6/18/2018

Bill To

Santa Fe Public Library
145 Washington Avenue
Santa Fe NM 87501
United States

Ship To

Santa Fe Public Library
145 Washington Avenue
Santa Fe NM 87501
United States

Currency

US Dollar

Item	Description	Qty	Product	Unit Price	Amount
Sierra Cloud Hosting	License - Term	1	Sierra Cloud Hosting Includes Cloud Hosting with Standard Backup for Sierra production only	0.00	0.00

Total Fees US$0.00

Innovative Interfaces Inc. (III)

Addendum #5

ITEM # 18-1313

ADDENDUM #5 TO
INNOVATIVE INTERFACES INCORPORATED AGREEMENT

This **ADDENDUM** is made and entered into as of the date of the last signature of the parties hereto (the "***Effective Date***"), by and between **INNOVATIVE INTERFACES INCORPORATED**, a California corporation ("***Innovative***"), and the **CITY OF SANTA FE** (the "***Client***"). Capitalized terms not otherwise defined in this Amendment will have the meanings set forth in the Agreement (as defined below).

WHEREAS, Library and Innovative are parties the Innopac Contract dated May 22, 1995 (the "***Innopac Agreement***"), the Addendum dated May 18, 2006 (Millennium) Item#06-0259 (the "***Addendum #1***"), Addendum #2 dated May 27, 2011, Item#11-0452 (the "***Addendum #2***"), Addendum #3 dated December 19, 2017, Item#17-1341 (the "***Addendum #3***"), and Addendum #4 dated May 18, 2018 (the "***Addendum #4***") (together the "***Agreements***") and

WHEREAS, the Client owes Innovative annual renewal amounts in connection with the Agreements; and

NOW, THEREFORE, for good and valuable consideration and intending to be legally bound hereby, the parties hereby agree as follows.

1. **Annual Renewal**. Pursuant to the Agreements, Client will pay to Innovative $64,517.60 for the term running from July 1, 2018 through June 30, 2019, for the products and services set forth on the attached Invoice, INV-INC18129.

2. **Miscellaneous.**

a. This Addendum will become effective upon execution by both Innovative and the Client.

b. Except as otherwise amended hereby, the other provisions of the Agreements will remain in full force and effect as of the date hereof. In the event of a conflict between the provisions of this Addendum and the Agreements, the terms of this Addendum will control.

c. This Addendum may be signed in any number of counterparts, each of which will be an original, with the same effect as if the signatures thereto and hereto are upon the same instrument.

d. This Addendum will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3. **Assignment:** This Addendum is not assignable by either party, whether by operation of law or otherwise, without the prior written consent of the other party, which shall not be unreasonably withheld; provided, however, that Innovative may assign this Addendum to affiliates and successors in interest and in connection with a merger, acquisition or other such reorganization of its business. Any purported assignment in violation of this provision will be void and of no effect. Any permitted assignee will assume all obligations of its assignor under this Addendum.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to enter into this Addendum as of the dates specified below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 11/29/18

CONTRACTOR:
INNOVATIVE INTERFACES INC.

HILARY NEWMAN, SVP
LIBRARY SERVICES

DATE: 9/28/2018

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

DATE: CC mtg. 11/14/18

APPROVED AS TO FORM:

ERIN McSHERRY, CITY ATTORNEY

DATE: 11/16/18

APPROVED:

MARY McCOY, FINANCE DIRECTOR

DATE: 11/16/18

Business Unit: 12100-530710

Innovative Interfaces Incorporated
Maintenance and Support
Terms and Conditions

These Maintenance and Support Terms and Conditions ("Support Terms") apply to the Agreements. The terms set forth herein supplement, but do not replace or modify, the Agreements terms.

1. **Maintenance and Support**. Innovative will offer maintenance and support on the terms set forth herein ("Maintenance and Support") for the latest generally available version of the Software and for certain earlier versions in accordance with Innovative's support policy. Standard Maintenance and Support is included with the price for the annual license set forth in the Agreements.

2. **Error Response**. Error descriptions (each an "Error"), the Error severity levels and corresponding targeted response time per level are each described in the table below. The Targeted Response Times in the table below identify the response times that Innovative will target for the corresponding Error, however, such Targeted Response Times are not guaranteed.

Severity	Description	Target Response Time
One - Site Down	A major component of the software is in a non-responsive state and severely affects library productivity or operations. A high impact problem that affects the entire library system. Widespread system availability, production system is down	1 hour
Two – Critical	Any component failure or loss of functionality not covered in Severity 1 that is hindering operations, such as, but not limited to: excessively slow response time, functionality degradation; error messages; backup problems; or issues affecting the use of the module or the data	2 business hours; excludes holidays and weekends
Three - High	Lesser issues, questions, or items that minimally impact the work flow or require a work around	2 business days; excludes holidays and weekends
Four – Routine	Issues, questions, or items that don't impact the work flow. Issues that can easily be scheduled such as an upgrade or patch	4 business days; excludes holidays and weekends

3. **Error Reporting and Diagnosis**.

a. Library must designate a representative as the contact that will report Errors to Innovative and be Innovative's primary contact for the provision of Maintenance and Support pursuant to the terms of this Agreement (such representative is referred to herein as the "Library Contact"). When a Library Contact reports an Error, Innovative will use commercially reasonable efforts to diagnose the root cause of the Error ("Diagnosis"). Upon completing the Diagnosis, each Error will be classified as either a "Warranty Error" or a "Non-Warranty Error" pursuant to Section 3.b. below. Innovative will use commercially reasonable efforts to diagnose and repair both Warranty and Non-Warranty Errors as described below.

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4. **Complimentary and Chargeable Support.** Innovative will respond to all reported Errors pursuant to Section 2 above and will use commercially reasonable efforts to resolve Warranty Errors at no additional charge if Library has purchased and is current on its payment for Maintenance and Support; however, Innovative may charge Library for such effort with respect to Non-Warranty Errors according to the following process: (i) When the Library Contact reports any Error, prior to commencing the Diagnosis for the Error, Innovative will notify the Library Contact that the Diagnosis and repair effort will be at no charge to Library unless the reported Error is determined to be a Non-Warranty Error, in which case only the first two hours of Diagnosis will be at no charge; and (ii) Innovative will then commence the Diagnosis unless instructed otherwise by the Library Contact. If more than two hours are required for the Diagnosis of Non-Warranty Errors, then such additional Diagnosis hours will be charged to Library at Innovative's then-current rate for technical services. Once the Diagnosis is complete, the Library Contact will be given the option of having Innovative proceed with repairing the Non-Warranty Error, and, if so requested, Innovative will provide an estimate of the total cost for such effort. If agreed to by the Library Contact, Innovative will undertake to repair the Non-Warranty Error and charge Library for the associated technical services performed.

5. **Ticket Management and Escalation.** Innovative manages all reported issues using a ticket management system, and provides an Internet portal for Library to report issues. Library may review the status of issues reported online. When an Error is either unresolved or not resolved in a timely fashion, the Library should contact Innovative representatives pursuant to Innovative's escalation policy made available on Innovative's Internet portal.

CNA74872XX (1-15)

CNA Technology General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. 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 with respect to such provision do not apply.

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21. Waiver of Subrogation – Blanket

1. ADDITIONAL INSUREDS

a. WHO IS AN INSURED is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **K.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**, for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **K.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. **Controlling Interest**

Any person or organization with a controlling interest in a Named Insured, but only with respect to such person or organization's liability for bodily injury, property damage or personal and advertising injury arising out of:

1. such person or organization's financial control of a Named Insured; or
2. premises such person or organization owns, maintains or controls while a Named Insured leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's 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 a **Named Insured**, 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 the **Named Insured**.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **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 a **Named Insured** leases 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 such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph 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 the **Named Insured**, 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 the **Named Insured**, 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 coverage granted by this paragraph 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 **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured.**

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental 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 a **Named Insured** owns, rents, or controls 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, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

b. the construction, erection, or removal of elevators; or

c. the ownership, maintenance or use of any elevators covered by this insurance; or

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

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 governmental 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 or agreement, the insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is 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** caused by:

a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf, in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade

show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard.**

J. Vendor

Any person or organization but only with respect to such person or organization's liability for **bodily injury** or **property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:

a. bodily injury or **property damage** for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;

b. any express warranty unauthorized by the **Named Insured;**

c. any physical or chemical change in any product made intentionally by such person or organization;

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;

e. any failure to make any inspections, adjustments, tests or servicing that such person or organization 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 such person or organization's premises in connection with the sale of a product;

g. products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or

h. bodily injury or **property damage** arising out of the sole negligence of such person or organization 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.** above; or

(2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** 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 Paragraph **J.** does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.

3. This Paragraph **J.** also does not apply:

a. to any vendor specifically scheduled as an additional insured by endorsement to this **Coverage Part**;

b. to any of **your products** for which coverage is excluded by endorsement to this **Coverage Part**; nor

c. if **bodily injury** or **property damage** included within the **products-completed operations hazard**
is excluded by endorsement to this **Coverage Part.**

K. Other Person Or Organization / Your Work

Any person or organization who is not an additional insured under Paragraphs **A.** through **J.** 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 the **Named Insured's** acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

1. who is specifically scheduled as an additional insured on another endorsement to this **Coverage Part**; nor

2. for **bodily injury** or **property damage** included within the **products-completed operations hazard** except to the extent all of the following apply:

a. this **Coverage Part** provides such coverage;

b. the written contract or agreement described in the opening paragraph of this **ADDITIONAL INSUREDS** Provision requires the **Named Insured** to provide the additional insured such coverage;
and

c. the **bodily injury** or **property damage** results from **your work** that is the subject of the written contract or agreement, and such work has not been excluded by endorsement to this **Coverage Part.**

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

A. The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured.

B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph **1.K.** of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **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 sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** Condition is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured**
has management control:

a. on the effective date of this **Coverage Part**; or

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**, qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage**
Part.

For the purpose of this provision, and of this endorsement's **JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES** provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation, or the members of the management board of a limited liability company; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:

a. bodily injury or **property damage** that first occurred prior to the date of management control, or that
first occurs after management control ceases; nor

b. personal or advertising injury caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insureds**hould choose to employ.

6. 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 or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community 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 or status 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.

7. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:
This insurance does not apply to:

Expected or Intended Injury

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

8. IN REM ACTIONS

A quasi *in rem* action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured**.

9. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE
Solely with respect to **bodily injury** that arises out of a **health care incident:**

A. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

I. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. professional health care services on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or
received.

Professional health care services means any health care services or the related furnishing of food,
beverages, medical supplies or appliances by the following providers in their capacity as such but solely
to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human
clinical trials or product testing.

II. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident.** All acts, errors or omissions that are logically connected by
any common fact, circumstance, situation, transaction, event, advice or decision will be considered to
constitute a single **occurrence;**

iii. amend the definition of **Insured** to:

a. add the following:

• the **Named Insured's employees** are **Insureds** with respect to:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental
to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory.**

(2) the **bodily injury** first occurs during the **policy period.** All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability,** the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:
This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other
liability insurance available to the **Insured** (or which would have been available but for exhaustion of its
limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not
limited to express warranties or guarantees.

iii. add the following additional exclusions.

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, that includes but shall not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

(1) bodily injury to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

(2) bodily injury to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;
when such **bodily injury** arises out of a **health care incident.**

• the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) bodily injury to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) bodily injury to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident.**

b. delete Subparagraphs **(a), (b), (c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED.**

c. add the following:

Insured does not include any physician while acting in his or her capacity as such.

D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk
transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance
purchased specifically by the **Named Insured** to be excess of this coverage.

10. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to:

• the conduct of any current or past partnership or joint venture that is not shown as a **Named Insured** in
the Declarations; nor

• the conduct of a current or past limited liability company in which a **Named Insured's** interest does/did
not rise to the level of management control;

except that if the **Named Insured** was a joint venturer, partner, or member of such a limited liability company, and such joint venture, partnership or limited liability company terminated prior to or during the

policy period, then such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;

b. the **bodily injury** or **property damage** first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

11. LEGAL LIABILITY – DAMAGE TO PREMISES

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability,** the paragraph entitled **Exclusions** is amended to delete the first paragraph immediately following subparagraph **(6)** of the **Damage to Property** exclusion and replace it with the following:

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** 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 **LIMITS OF INSURANCE.**

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability,** the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in the **LIMITS OF INSURANCE** Section.

C. LIMITS OF INSURANCE is amended to delete Paragraph **6.** (the Damage To Premises Rented To You Limit) and replace it with the following:

> **6.** Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You
> Limit is the most the Insurer will pay under **COVERAGE A** for **damages** because of **property damage**
> to:
>
> **a.** any one premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured**
> with the permission of the owner; and
>
> **b.** contents of such premises if the premises is rented to the **Named Insured** for a period of 7 or fewer
> consecutive days.
>
> The Damage To Premises Rented To You Limit is $500,000. unless a different Damage to Premises
> Rented to You Limit is shown in the Declarations.

D. The **Other Insurance** Condition is amended to delete Paragraph **b.(1)(a)(ii)**, and replace it with the following:

(ii) That is property insurance for premises rented to a **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

E. This Provision **11.** does not apply if liability for damage to premises rented to a **Named Insured** is excluded by another endorsement attached to this **Coverage Part.**

12. MEDICAL PAYMENTS

A. LIMITS OF INSURANCE is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with
the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) $15,000 unless a different amount is shown here: @@@@@@@@@@@@@@; or
(2) the amount shown in the Declarations for Medical Expense Limit.

B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident;
and
This Paragraph **B.** does not apply to medical expenses incurred in the state of Missouri.

13. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured,** provided that:

1. 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;

2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and

3. the aircraft is not being used to carry persons or property for a charge.

14. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled
Exclusions is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft,** and
replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

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

15. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

• Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES, Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is
a limited liability company) of the **Named Insured.**

2. add the following exclusions:

This Insurance does not apply to:

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.**
Premises Related Discrimination

discrimination or humiliation arising out of 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.**

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision **1. ADDITIONAL INSURED** of this endorsement; or
- attachment of an additional Insured endorsement to this **Coverage Part.**

16. PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled
Exclusions is amended to delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

Personal and advertising injury for which the **Insured** has assumed liability in a contract or agreement.

This exclusion does not apply to liability for **damages:**

(1) that the **Insured** would have in the absence of the contract or agreement; or

(2) assumed in a contract or agreement that is an **insured contract** provided the offense that caused such **personal or advertising injury** first occurred subsequent to the execution of such **Insured contract.** Solely for the purpose of liability assumed in an **Insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be **damages** because of **personal and advertising injury** provided:

> **(a)** liability to such party for, or for the cost of, that party's defense has also been assumed in such
> **insured contract**; and
>
> **(b)** such attorney fees and litigation expenses are for defense of such party against a civil or alternative
> dispute resolution proceeding in which covered **damages** are alleged.

B. Solely for the purpose of the coverage provided by this paragraph, **DEFINITIONS** is amended to delete the
definition of **insured contract** in its entirety, and replace it with the following:

Insured contract means that part of a written contract or written agreement pertaining to the **Named Insured's** business under which the **Named Insured** assumes the tort liability of another party to pay for **personal or advertising injury** arising out of the offense of false arrest, detention or imprisonment. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

C. Solely for the purpose of the coverage provided by this paragraph, the following changes are made to the Section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

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

> **d.** The allegations in the **suit** and the information the Insurer knows about the offense alleged in such

suit are such that no conflict appears to exist between the interests of the **Insured** and the interests
of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Notwithstanding the provisions of Paragraph **e.(2)** of the Contractual Liability exclusion (as amended by this Endorsement), such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

D. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

17. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability,** the paragraph entitled
Exclusions is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3), (4)** and
(6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property Insurance covering property of others damaged from the use of elevators.

18. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a
$5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a
$1,000. limit.

19. PROPERTY DAMAGE - PATTERNS MOLDS AND DIES

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability,** the paragraph entitled
Exclusions is amended to delete subparagraphs **(3)** and **(4)** of the Exclusion entitled **Damage to Property**, but
only with respect to patterns, molds or dies that are in the care, custody or control of the **Insured**, and only if
such patterns, molds or dies are not being used to perform operations at the time of loss. A limit of insurance of
$25,000 per **policy period** applies to this **PROPERTY DAMAGE - PATTERNS MOLDS AND DIES**

coverage,
and this limit:

A. is included within the General Aggregate Limit as described in **LIMITS OF INSURANCE**; and

B. applies excess over any valid and collectible property insurance available to the **Insured**, including any deductible applicable to such insurance; the **Other Insurance** condition is changed accordingly.

20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named**
Insured's Coverage Part, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

21. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended
to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of
payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or

2. **your work** included in the **products-completed operations hazard.**

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage** or **personal and advertising injury** giving rise
to the **claim.**

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CONTRACT TYPE	DESCRIPTION	AMOUNT
ORIGINAL		$ 181,591.00
ADDENDUM #1	Software hardware Upgrade	$111,400.00
ADDENDUM #2	Software Upgrad	$36,000.00
ADDENDUM #3	Maintenance	62,944.00
ADDENDUM #4	Move to the Cloud	0
Total		$ 391,935.00

Innovative Interfaces Inc. (III)

Addendum #6

ITEM # 20-0033

ADDENDUM #6 TO
INNOVATIVE INTERFACES INCORPORATED AGREEMENT

This **ADDENDUM** is made and entered into as of the date of the last signature of the parties hereto (the ***"Effective Date"***), by and between **INNOVATIVE INTERFACES INCORPORATED**, a California corporation (***"Innovative"***), and the **CITY OF SANTA FE** (the ***"Client"***). Capitalized terms not otherwise defined in this Amendment will have the meanings set forth in the Agreement (as defined below).

WHEREAS, Library and Innovative are parties the Innopac Contract dated May 22, 1995 (the ***"Innopac Agreement"***), the Addendum dated May 18, 2006 (Millennium) Item#06-0259 (the ***"Addendum #1"***), Addendum #2 dated May 27, 2011, Item#11-0452 (the ***"Addendum #2"***), Addendum #3 dated December 19, 2017, Item#17-1341 (the ***"Addendum #3"***), Addendum #4 dated May 18, 2018 (the ***"Addendum #4"***), and Addendum #5 dated November 29, 2018 (the ***"Addendum #5"***) (together the ***"Agreements"***) and

WHEREAS, the Client owes Innovative annual renewal amounts in connection with the Agreements; and

NOW, THEREFORE, for good and valuable consideration and intending to be legally bound hereby, the parties hereby agree as follows.

1. **Annual Renewal.** Pursuant to the Agreements, Client will pay to Innovative $66,130.54 for the term running from July 1, 2019 through June 30, 2020, for the products and services set forth on the attached Invoice, INV-INC21706.

2. **Miscellaneous.**

a. This Addendum will become effective upon execution by both Innovative and the Client.

b. Except as otherwise amended hereby, the other provisions of the Agreements will remain in full force and effect as of the date hereof. In the event of a conflict between the provisions of this Addendum and the Agreements, the terms of this Addendum will control.

c. This Addendum may be signed in any number of counterparts, each of which will be an original, with the same effect as if the signatures thereto and hereto are upon the same instrument.

d. This Addendum will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3. **Assignment:** This Addendum is not assignable by either party, whether by operation of law or otherwise, without the prior written consent of the other party, which shall not be unreasonably withheld; provided, however, that Innovative may assign this Addendum to affiliates and successors in interest and in connection with a merger, acquisition or other such reorganization of its business. Any purported assignment in violation of this provision will be void and of no effect. Any permitted assignee will assume all obligations of its assignor under this Addendum.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to enter into this Addendum as of the dates specified below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 1/29/2020

CONTRACTOR:
INNOVATIVE INTERFACES INC.

HILARY NEWMAN, SVP
LIBRARY SERVICES

DATE: 8/1/2019

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
Comdg 12/11/19

DATE: 1-29-20

APPROVED AS TO FORM:

ERIN McSHERRY, CITY ATTORNEY

DATE: 8/14/19

APPROVED:

MARY McCOY, FINANCE DIRECTOR

DATE: 1/29/20

Business Unit: 100401 . 530710

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 10/05/20
FOR CITY COUNCIL MEETING OF 10/14/20

c) Request for the Approval of the Inmate Confinement Agreement with Santa Fe County for the Incarceration, Care and Maintenance of Persons Charged with or Arrested for a Crime. Term of Agreement is Four (4) Years. Total Estimated Budgeted for Four. (4) Years is $2,000,000 (Santa Fe County); (Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 955-5040)

COMMITTEE REVIEW:
Public Works and Utilities (approved) 09/29/2020
Finance Committee (Scheduled) 10/05/2020
Quality of Life (Scheduled) 10/07/2020
Governing Body (Scheduled) 10/14/2020

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

9-19-20

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 09/29/2020

ISSUSE NO. 8C

Request for the Approval of the Inmate Confinement Agreement with Santa Fe County for the Incarceration, Care and Maintenance of Persons Charged with or Arrested for a Crime. Term of Agreement is Four (4) Years. Total Estimated Budgeted for Four. (4) Years is $2,000,000 (Santa Fe County); (Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 955-5040)

COMMITTEE REVIEW:

Finance Committee (Scheduled) 10/05/2020
Governing Body (Scheduled) 10/14/2020

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 10/05/2020 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: September 28, 2020

TO: Governing Body
Finance Committee
Quality of Life Committee
Public Works and Utilities Committee

VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Andrew Padilla, Chief of Police (9-29-20)

FROM: Ben Valdez, Deputy Chief of Police 9/29/20

ITEM AND ISSUE:
Request for the Approval of the Agreement for Inmate Confinement between the County of Santa Fe and the City of Santa Fe for the incarceration, care and maintenance of persons charged with or arrested for a crime. Term of the contract is for a period of four (4) years from the time of approval by both the City of Santa Fe and Santa Fe County. The amount varies each month by the number of inmates, day and any medical costs not covered by the detention center. The amount budgeted for FY21 is $482,000. The estimated Total Amount for the four (4) year period is $ 2,000,000. Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 505-955-5040.

BACKGROUND AND SUMMARY:
The Santa Fe Police Department requires a facility for the incarceration, care, and maintenance of persons charged with or arrested for a crime. This service has been provided by the Santa Fe County Adult Detention Center and remains the most cost effective method due to the proximity to the City limits.

PROCUREMENT METHOD:
The procurement method is Exempt per 13-1-98A – procurement of items of tangible personal property of services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978.

CONTRACT NUMBER:
The FY21 Munis contract number is 3202180.

FUNDING SOURCE:
The funding source is:
Fund Name/Number: General Fund/Fund 100
Munis Org Name/Number: Police Administration/1000310
Munis Object Name/Number: Detention Center/510410

ACTION REQUESTED:
The Santa Fe Police Department respectfully requests your review and approval.

City of Santa Fe, New Mexico
Memorandum

DATE: September 23, 2020

TO: Governing Body
Finance Committee
Public Safety Committee

VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Andrew Padilla, Chief of Police (9-23-20)

FROM: Ben Valdez, Deputy Chief of Police BV 9/23/20

ITEM AND ISSUE:
Request for the Approval of the Agreement for Inmate Confinement between the County of Santa Fe and the City of Santa Fe for the incarceration, care and maintenance of persons charged with or arrested for a crime. Term of the contract is for a period of four (4) years from the time of approval by both the City of Santa Fe and Santa Fe County. The amount varies each month by the number of inmates, day and any medical costs not covered by the detention center. The amount budgeted for FY21 is $482,000. The estimated Total Amount for the four (4) year period is $ 2,000,000. Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 505-955-5040.

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ACTION REQUESTED:
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City of Santa Fe, New Mexico

memo

Date: **September 14, 2020**

To: **Fran Dunaway, Chief Procurement Officer**

From: **AnnaMarie Bowen, Fiscal Administrator** AMB

Subject: **Exemption Determination Request**

Police Department respectfully request exempt determination to be approved by the City's CPO, Fran Dunaway. The Memo of Agreement is between Santa Fe County and City of Santa Fe for the Inmate Confinement Agreement.

City of Santa Fe follows the New Mexico State Procurement code.

*State Procurement Exemption: **13-1-98 A (State Agency)** - procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978;*

Agency: Santa Fe County
Amount: Varies month to month, total amount Budgeted for FY21 is $482,000.
Term: 08/10/20 to 08/09/24

Approved Exemption

Fran Dunaway (Sep 23, 2020 08:43 MDT)

Fran Dunaway, Chief Procurement Officer

Agreement No.

AGREEMENT
FOR INMATE CONFINEMENT
BETWEEN THE COUNTY OF SANTA FE
AND THE CITY OF SANTA FE

THIS AGREEMENT is entered into by and between Santa Fe County, New Mexico, a political subdivision of the State of New Mexico (hereinafter referred to as the "County") and the City of Santa Fe, a political subdivision of the State of New Mexico (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the Contractor is in need of a facility for the incarceration, care, and maintenance of persons charged with or arrested for a crime in the Contractor's County who are either: (i) in need of housing while being conveyed or awaiting conveyance to the jail in the Contractor's jurisdiction; or (ii) are in imminent danger and are housed in the Contractor's facility;

WHEREAS, the County owns and operates the Santa Fe County Adult Detention Facility (SFCADF) which has, from time to time, vacant bed space; and

WHEREAS, the County is willing to house Contractor's inmates from time-to-time on the terms and conditions as set forth herein.

NOW, THEREFORE, IT IS MUTUALLY AGREED by both parties:

1. **HOUSING OF INMATES.** The County agrees to house persons awaiting indictment or trial on behalf of the Contractor from time-to-time as space is available in the County's SFCADF, upon the conditions and terms set forth below. The Contractor agrees that any such person so housed in the SFCADF is either a person temporarily imprisoned while being conveyed or awaiting conveyance to a jail in the Contractor's jurisdiction, or a person whose life is in imminent danger in the present place of incarceration, as specified in NMSA 1978, Sections 33-3-13 (1983), and 33-3-14 (1889), and the Contractor agrees in any event that any persons housed at the SFCADF meet the minimum criteria established by these statutes and laws and agrees to compensate the County for housing inmates

2. **COMPENSATION.** The Contractor shall pay the County a cost of $95.00 per day for each full or partial calendar day for a Contractor's inmate who is housed at SFCADF. SFCADF has the option to review and adjust this fee upon the anniversary date of this Agreement.

3. **CONDITIONS OF HOUSING.** The County will house Contractor's inmates consistent with SFCADF's prevailing policies, post orders and other routine

practices, unless additional housing policies are specified by an appendix to this Agreement.

4. **INVOICES.** The County shall invoice the Contractor for all persons housed at the SFCADF on a monthly basis and shall provide the Contractor with a statement containing the names of persons housed, the dates of housing, the booking number, the total number of days billed, the medical costs incurred, if any, and the total inmate costs for the month. The Contractor shall pay the invoice in full within 30 days of receipt. If an invoice is not paid within 45 days of the billing date, a late payment charge of 1.5% of the original bill shall accrue monthly.

5. **INMATE APPROVAL.** The SFCADF Warden or designee shall have the right to refuse housing for any reason to any person proposed for housing in the SFCADF.

6. **TRANSPORTATION.** Contractor shall be responsible for all transportation costs for its inmates to and from SFCADF. In the event medical treatment is required outside of the SFCADF, the County shall transport persons for such treatment. In such event, Contractor shall pay the costs of the secure transportation as set forth in Paragraph 8, "Medical Care," section C.

7. **INMATE POSSESSIONS.** The County will store and safe keep all inmate personal property which is removed from inmates upon arrival at SFCADF. The County shall not be responsible for items determined to be contraband or not listed during the time of booking. Any contraband found shall subject the inmate to a criminal investigation by the Santa Fe County Sheriff; however, in the event new charges result, the Contractor shall still be required to pay for housing so long as the inmate's sentence from the Contractor has not been completed, or charges remain pending in the Contractor's jurisdiction.

8. **MEDICAL CARE.**

   A. **Routine on-Site Care.** The County shall provide routine medical care, routine dental care, and routine mental health care for Contractor's inmates at the SFCADF.

   B. **Prescription Pharmaceuticals.** The Contractor shall be responsible for and shall reimburse the County for any pharmaceutical costs incurred by Contractor's inmates housed at SFCADF.

   C. **Off-Site Care.** The Contractor shall be responsible for all costs of medical, dental and mental health care for Contractor's inmates at any off-site medical facility. The County shall provide secure transportation and security to and from any such off-site facility. The County shall bill the Contractor at the rate of $20.00 per officer, per hour, and $ .55 per mile, to and from an appointment. The Contractor shall be responsible for the per diem rate plus the hourly rate for officers providing security

during the period of any off-site medical confinement that exceeds 24 hours.

D. **Prison Rape Elimination Act.** SFCADF will comply with provisions of the Prison Rape Elimination Act of 2003 ("PREA"), codified at 42 U.S.C. Sec. 15601 et seq., and with all applicable PREA standards for preventing, detecting, monitoring and investigating any form of sexual abuse within SFCADF.

9. **TERM.** This Agreement shall become effective when signed by both parties. The initial term of the Agreement is four years unless earlier terminated pursuant to Paragraph 10 below (Termination).

10. **TERMINATION.** This Agreement may be terminated by either party upon 60 days written notice to the other party. However, a termination shall not be effective until such time as all of the Contractor's inmates have been removed from SFCADF. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. If notice of termination is given by either party, the **Contractor must pick up its inmates within the 60-day written notice period or be subject to a charge of $255.00 per day beginning on the 61st day.** Upon termination of this Agreement, the County is under no obligation to accept the Contractor's inmates.

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

12. **INSURANCE.** The County maintains public liability insurance for its operation of the SFCADF. The Contractor shall maintain at all times a policy of public liability insurance (or approved program of self-insurance) for its activities under this Agreement.

13. **SUBCONTRACTING.** The County may subcontract services to be performed under this Agreement with advance notice to the Contractor. If a person housed at the SFCADF is transferred to another facility pursuant to a subcontract, the Contractor shall be notified within 24 hours of the transfer.

14. **RECORDS AND AUDIT.**

A. **County Information.** The County shall maintain detailed records and shall endeavor to ensure that billing statements are accurate and correspond to inmate housing and booking records. Such records shall

be subject to inspection by the Contractor, the Department of Finance and Administration and the State Auditor.

B. **Contractor Information.** The Contractor shall provide its complete file on each person incarcerated at the SFCADF under this Agreement including, but not limited to, the incarceration file, the medical file, all court and/or arrest documents necessary to justify the Contractor's inmate incarceration, and copies of each person's criminal history. Gang affiliations and other associations of relevance shall also be provided, if known.

15. **AMENDMENTS.** This Agreement shall not be altered, changed, or amended except by an instrument, in writing, executed and approved by the parties.

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

17. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of New Mexico.

18. **ACCESS BY CONTRACTOR.** The Contractor, with prior approval and consent of the Director of SFCADF, may inspect the conditions under which Contractor's inmates are housed at SFCADF. Access to SFCADF shall be coordinated through the Director of SFCADF, the Warden or their designee.

19. **SEVERABILITY.** Should any part of this Agreement be determined invalid or unenforceable by a court, the remainder of this Agreement shall not be affected and shall remain valid and enforceable to the fullest extent of the law.

20. **APPROPRIATIONS.** The Contractor's performance under this Agreement is contingent upon sufficient appropriations and authorizations begin made by Contractor's City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Contractor's City Council, the housing of Contractor's inmates shall terminate upon written notice given by the Contractor to the County. The Contractor's decision as to whether sufficient appropriations are available shall be accepted by the County and shall be final.

IN WITNESS WHEREOF, the County and the Contractor have caused this Agreement to be executed, said Agreement to become effective when signed by the parties.

Contractor:

_____ Date: _____
Alan M. Webber, Mayor

Attest:

_____
Yolanda Y. Vigil, City Clerk

City Attorney's Office:
Marcos Martinez
Marcos Martinez (Sep 9, 2020 15:45 MDT)
Senior Assistant City Attorney

Approved for Finances:

_____
Mary T. McCoy, Finance Director

Santa Fe County:

_____ Date: _____
Katherine Miller, Santa Fe County Manager

Approved as to form:

Roberta D. Joe for G.S.S. Date: September 9, 2020
Gregory S. Shaffer, Santa Fe County Attorney

Finance Division:

_____ Date: _____
Yvonne S. Herrera, Finance Director

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202180

Contractor: Santa Fe County

Description: **Inmate Confinement Agreement - addresses the costs and conditions the City will pay for the housing of City of Santa Fe's inmates.**

Contract ☐ Agreement ◉ Lease / Rent ☐ Amendment ☐

Term Start Date: 08/10/20 Term End Date: 08/09/24

☐ Approved by Council Date: _____

Contract / Lease:

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)
Munis Contract # 3200846 (Previous Agreement)

Budgeted Amount for FY21 is $482,000. The cost for FY20 was $337,247. Three year cost average was $504,367.

3. Procurement History: **New Contract for 4 years with Santa Fe County, Munis Contract # 3202180**

Purchasing Officer Review: Date: Sep 23, 2020

Comment & Exceptions: **Exemption: 13-1-98A entity to entity** increase to daily costs for housing inmates

4. Funding Source: **General Fund (100) Police Administration** Org / Object: **1000310/510410**

Budget Officer Approval: Alexis Lotero Date: Sep 22, 2020

Comment & Exceptions: _____

Staff Contact who completed this form: **AnnaMarie Bowen** Phone # **ext. 5122**

Email: **acbowen@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Santa Fe County

Procurement Title: Inmate Confinement Agreement

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 Police Department Staff Name Deputy Chief Ben Valdez

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: _____

AnnaMarie Bowen — Fiscal Administrator — 09/14/20

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

Fran Dunaway (Sep 23, 2020 08:43 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 any resulting contract.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 10/05/20
FOR CITY COUNCIL MEETING OF 10/14/20

d) Request for the Approval of FY21 Police Vehicle Purchase Request. Total Amount is $539.662.35 for the Vehicles, Equipment and Labor Costs Associated with Each Vehicle. (Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 955-5040)

COMMITTEE REVIEW:
Public Works and Utilities (Approved) 09/29/2020
Finance Committee (Scheduled) 10/05/2020
Quality of Life Committee (scheduled) 10/07/2020
Governing Body (Scheduled) 10/14/2020

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

9-19-20

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 09/29/2020

ISSUE NO. 8D

Request for the Approval of FY21 Police Vehicle Purchase Request. Total Amount is $539.662.35 for the Vehicles, Equipment and Labor Costs Associated with Each Vehicle. (Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 955-5040)

COMMITTEE REVIEW:

Finance Committee (Scheduled) 10/05/2020
Governing Body (Scheduled) 10/14/2020

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Signe Lindell for discussion. Approved to forward to 10/05/2020 FC.

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: September 28, 2020

TO: Governing Body
Finance Committee
Quality of Life Committee
Public Works and Utilities Committee

VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Andrew Padilla, Chief of Police (9-28-20)

FROM: Ben Valdez, Deputy Chief of Police 7/28/20

ITEM AND ISSUE:
Request for the Approval of FY21 Police Vehicle Purchase Request. Total Amount is $ (539.662.35) for the vehicles, equipment and labor costs associated with each vehicle. Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 505-955-5040.

BACKGROUND AND SUMMARY:
As part of the annual fleet replacement, the Santa Fe Police Department is requesting the purchase of 8 vehicles, to include the purchase of the equipment and labor costs associated with each vehicle. The following is the list of vehicles to be purchased.

VEHICLES	COSTS	ORG#	OBJ#
Ford F-250 Truck (1)	$31,127.00	2200068	570950
Ford Explorers Hybrid (7)	$259,763.00	2230310	570950
Total costs for 8 vehicles:	**$290,890.00**		

EQUIPMENT	COSTS
Vehicle wireless antenna, printer, driver's license reader, and accessories	**$3,693.20**
Vehicle docking mounts, laptop docking stations	**$7,814.00**
Panasonic Toughbooks	**$38,152.00**
Vehicle emergency/safety equipment, emergency lights, radio speaker, etc.	**$168,903.59**
Motorola Solutions communication and software	**$17,404.56**
Kennel for Animal Services Truck	**$12,805.00**

Total costs for emergency equipment, laptops and installation **$248,772.35**

Total purchase cost: Vehicles, equipment and installation $539,662.35

Ford F250 Truck
One truck will be purchased to replace an Animal Services Truck. The full size truck platform is needed to accommodate the large kennel that safely transports animals found to be running at large, injured animals for veterinary care, and deceased animals. In addition, the vehicle has to be capable of towing a horse trailer when needed to deploy for horses and livestock running at large.

The vehicle requires four wheel drive capability to complete the above tasks in inclement weather and in areas where roads are not well maintained within our jurisdiction.

The vehicle will be up fitted with the latest communication equipment including police radio, mobile data terminal, and modem to work with our communications system and OneSolution Dispatch and Records Management System.

Ford Police Interceptor Utility Hybrid
Seven Police Interceptor Utility Hybrid vehicles will be purchased to replace the current Police Interceptor sedans and Police Interceptor Utility vehicles that are in need of replacement on Patrol. The vehicles will be up fitted with the latest communication equipment including police radios, mobile data terminals, and modems to work with our communications system and OneSolution Dispatch and Records Management System.

The vehicle platform can accommodate varying sizes and compositions of officers while wearing protective and duty equipment. The ingress/egress for the vehicle does not require the officer to crouch down when entering the vehicle or to exit the vehicle from a crouched position. This can assist with minimizing issues with back pain, neck pain, and leg strain caused by entering/exiting the vehicle and also minimizes lost time due to employee injuries. This remains a challenge with large statured officers who are issued a Police Interceptor sedan or a Ford Fusion sedan and often requires them being placed in an Interceptor Utility if available.

The vehicle also provides sufficient secured storage space to accommodate communications equipment, duty equipment while also making it readily available for deployment or service when needed. The vehicle platform is also able to safely operate within the manufacturers recommended payload capacity and gross vehicle weight rating (GVWR) without causing excessive brake, tire, and transmission wear when police vehicle equipment is installed and duty equipment is loaded for duty use.

The Police Interceptor Utility as the first-ever pursuit-rated hybrid police SUV. The vehicle maintains the capability as a pursuit rated vehicle for emergency response, but with a significant potential fuel savings and reduced CO2 emissions. The on-board electrical equipment, including mobile data terminal, emergency lighting, and climate control system, can be powered using the lithium-ion hybrid battery. This allows the gasoline engine to shut off requiring it to run only intermittently to charge the battery.

The base cost of the standard Interceptor Utility is $31,345 and the base cost of the Interceptor Utility Hybrid is $33,959; a cost difference of $2,614. With each vehicle we are anticipating a savings of approximately $2,695 in fuel per vehicle a year if fuel is $2.75 a gallon. The cost difference between the Interceptor Utility Hybrid and the standard Interceptor Utility will be made up within the first year of use and our Department will benefit from a reduced fuel cost each year thereafter for the service life of the vehicle. The potential overall cost savings in fuel for the 5 year service period for a Patrol vehicle is $13,475 per hybrid vehicle.

The hybrid vehicle comes standard an all-wheel drive drivetrain providing improved handling stability and traction in all driving conditions. This is well suited for our community as we see all seasons. It is also the only vehicle, worldwide, that is engineered to meet the 75-mph rear-impact crash test that provides significant officer protection during a rear impact crash. Rear impact crashes are prone to occur while conducting traffic enforcement on roadways while a vehicle is parked on or alongside the roadway.

The Department plans to begin transitioning all Patrol and Administrative vehicles to a hybrid vehicle fleet as vehicles are identified for replacement. This is an effort to maximize the fuel savings for our Department, to lower the impact of emissions caused by our vehicles, and also maintain an operational fleet with emergency response capability that is suitable to stand up to the rigorous work environment for law enforcement vehicles.

PROCUREMENT METHOD:

The procurement method is CES Contract [Chalmers Ford] #2202-31A-C103-ALL which expires on July 16, 2024.

The procurement method is the NM Statewide Price Agreement [Chalmers Ford] # 00-00000-19-00015 which expires on October 6, 2020.

The procurement method is the NM Statewide Price Agreement [Code 3 Service, LLC] # 60-000-15-00032 which expires on March 22, 2021.

The procurement method is the NM Statewide Price Agreement [Enchanted Technology Solutions] # 60-000-15-00008AY which expires on July 31, 2021.

The procurement method is the NM Statewide Price Agreement [MHQ of New Mexico] # 60-000-15-00032 which expires on March 22, 2021.

The procurement method is the NM Statewide Price Agreement [Motorola Solutions] # 70-000-16-0014AJ which expires on November 4, 2020.

The procurement method is a quote [Jackson Creek Manufacturing] for the Kennel.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Animal Services/Fund 220
Munis Org Name/Number: POL Animal Services/2200068
Munis Object Name/Number: Vehicles/570950

Fund Name/Number: Law Enforcement/Fund 223
Munis Org Name/Number: Police Admin (Spec Rev)/2230310
Munis Object Name/Number: Vehicles/570950

Fund Name/Number: Law Enforcement/Fund 223
Munis Org Name/Number: Police Admin (Spec Rev)/2230310
Munis Object Name/Number: Inventory Exempt Equipment/572400

Fund Name/Number: General Fund/Fund100
Munis Org Name/Number: Police Administration GF/1000310
Munis Object Name/Number: Data Processing/570800

ACTION REQUESTED:
The Santa Fe Police Department respectfully requests your review and approval.

City of Santa Fe, New Mexico
Memorandum

DATE: September 16, 2020

TO: Governing Body
Finance Committee
Public Safety Committee

VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Andrew Padilla, Chief of Police

FROM: Ben Valdez, Deputy Chief of Police BValdez DC 9/16/20

ITEM AND ISSUE:
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Total purchase cost: Vehicles, equipment and installation $539,662.35

Alexis Lotero
Alexis Lotero (Sep 23, 2020 17:24 MDT)

Ford F250 Truck
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The vehicle platform can accommodate varying sizes and compositions of officers while wearing protective and duty equipment. The ingress/egress for the vehicle does not require the officer to crouch down when entering the vehicle or to exit the vehicle from a crouched position. This can assist with minimizing issues with back pain, neck pain, and leg strain caused by entering/exiting the vehicle and also minimizes lost time due to employee injuries. This remains a challenge with large statured officers who are issued a Police Interceptor sedan or a Ford Fusion sedan and often requires them being placed in an Interceptor Utility if available.

The vehicle also provides sufficient secured storage space to accommodate communications equipment, duty equipment while also making it readily available for deployment or service when needed. The vehicle platform is also able to safely operate within the manufacturers recommended payload capacity and gross vehicle weight rating (GVWR) without causing excessive brake, tire, and transmission wear when police vehicle equipment is installed and duty equipment is loaded for duty use.

The Police Interceptor Utility as the first-ever pursuit-rated hybrid police SUV. The vehicle maintains the capability as a pursuit rated vehicle for emergency response, but with a significant potential fuel savings and reduced CO2 emissions. The on-board electrical equipment, including mobile data terminal, emergency lighting, and climate control system, can be powered using the lithium-ion hybrid battery. This allows the gasoline engine to shut off requiring it to run only intermittently to charge the battery.

The base cost of the standard Interceptor Utility is $31,345 and the base cost of the Interceptor Utility Hybrid is $33,959; a cost difference of $2,614. With each vehicle we are anticipating a savings of approximately $2,695 in fuel per vehicle a year if fuel is $2.75 a gallon. The cost difference between the Interceptor Utility Hybrid and the standard Interceptor Utility will be made up within the first year of use and our Department will benefit from a reduced fuel cost each year thereafter for the service life of the vehicle. The potential overall cost savings in fuel for the 5 year service period for a Patrol vehicle is $13,475 per hybrid vehicle.

The hybrid vehicle comes standard an all-wheel drive drivetrain providing improved handling stability and traction in all driving conditions. This is well suited for our community as we see all seasons. It is also the only vehicle, worldwide, that is engineered to meet the 75-mph rear-impact crash test that provides significant officer protection during a rear impact crash. Rear impact crashes are prone to occur while conducting traffic enforcement on roadways while a vehicle is parked on or alongside the roadway.

The Department plans to begin transitioning all Patrol and Administrative vehicles to a hybrid vehicle fleet as vehicles are identified for replacement. This is an effort to maximize the fuel savings for our Department, to lower the impact of emissions caused by our vehicles, and also maintain an operational fleet with emergency response capability that is suitable to stand up to the rigorous work environment for law enforcement vehicles.

PROCUREMENT METHOD:

The procurement method is CES Contract [Chalmers Ford] #2202-31A-C103-ALL which expires on July 16, 2024.

The procurement method is the NM Statewide Price Agreement (Chalmers Ford] # 00-00000-19-00015 which expires on October 6, 2020.

The procurement method is the NM Statewide Price Agreement [Code 3 Service, LLC] # 60-000-15-00032 which expires on March 22, 2021.

The procurement method is the NM Statewide Price Agreement [Enchanted Technology Solutions] # 60-000-15-00008AY which expires on July 31, 2021.

The procurement method is the NM Statewide Price Agreement [MHQ of New Mexico] # 60-000-15-00032 which expires on March 22, 2021.

The procurement method is the NM Statewide Price Agreement [Motorola Solutions] # 70-000-16-0014A] which expires on November 4, 2020.

The procurement method is a quote [Jackson Creek Manufacturing] for the Kennel.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Animal Services/Fund 220
Munis Org Name/Number: POL Animal Services/2200068
Munis Object Name/Number: Vehicles/570950

Fund Name/Number: Law Enforcement/Fund 223
Munis Org Name/Number: Police Admin (Spec Rev)/2230310
Munis Object Name/Number: Vehicles/570950

Fund Name/Number: Law Enforcement/Fund 223
Munis Org Name/Number: Police Admin (Spec Rev)/2230310
Munis Object Name/Number: Inventory Exempt Equipment/572400

Fund Name/Number: General Fund/Fund100
Munis Org Name/Number: Police Administration GF/1000310
Munis Object Name/Number: Data Processing/570800

ACTION REQUESTED:
The Santa Fe Police Department respectfully requests your review and approval.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Chalmers Ford, Code 3 Services, ETS, Motorola Solutions, MHQ

Procurement Title: State Price Agreement

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: Santa Fe Police Department Staff Name: Ben Valdez, Deputy Chief of Police

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: _____

AnnaMarie Bowen — Fiscal Administrator — 09/16/20

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

Fran Dunaway 9/23/20

Fran Dunaway (Sep 23, 2020 17:31 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 any resulting contract.

*

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Chalmers Ford

Procurement Title: CES Contract #2020-31A-C103-ALL

Procurement Method: State Price Agreement ☐ *Cooperative* ☒ *Sole Source* ☐ *Other* ☐ _____

Exempt ☐ *Request For Proposal* (RFP) ☐ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

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☐	☒	Certificate of Insurance
☒	☐	All documentation presented to Committees
☐	☒	Other: _____

AnnaMarie Bowen — Fiscal Administrator — 09/16/20

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 any resulting contract.

*

CHALMERS Ford

Real Value. Real People. Real Simple.

PROPOSAL

2500 Rio Rancho Blvd
Rio Rancho, NM 87124 (505) 554-6447

QUOTE TO: **City of Santa Fe**
Police Department
Eric Sanchez

SHIPPED TO:

QUOTE NUMBER	073120-1
QUOTE DATE	July 31, 2020
MEMBER PO #.	
CES PO#	
TERMS	Due on Receipt
SALES REP	Mike Michnuk
SHIPPED VIA	Pick UP
F.O.B.	Dealership
PREPAID or COLLECT	

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Pricing Pursuant to CES Price Agreement 2016-018-C101-ALL		
1	2020 Ford F250 4x4 Regular Cab Pickup, Includes Power Windows/Locks/Doors, remote keyless entry, Tow Package, Cruise Control, AT tires, Cloth 40/20/40 Bench Seat, 6.2L Gas Engine, 6-Speed Auto Trans, E-Locker rear Axle, Running Boards, Bed Delete, Retain rear bumber, Back up camera	38,705.00	$38,705.00
1	CES Discount (21%)	(8,463.00)	($8,463.00)
1	Ford Motor Company Destination and Delivery	1,595.00	$1,595.00
1	Options Discount	(1,200.00)	(1,200.00)
1	Spot Light 6-inch	490.00	490.00
		SUBTOTAL	31,127.00
		TAX	0.00
Proposal Valid for 30 Days		FREIGHT	
			$31,127.00 PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:
Mike Michnuk
(505) 554-6447

email: mmichnuk@chalmersford.com

DocuSign Envelope ID: B82C699A-061B-413A-BB7E-0CBEB9AF72BD

Your New Mexico Purchasing Cooperative
Since 1979

Contract Award Letter

July 17, 2020

Thomas M. Cullen
Chalmers Ford
2500 Rio Rancho Dr SE
Rio Rancho, NM87124

Re: ACCEPTANCE of OFFER and CONTRACT AWARD for:

CES RFP 2020-31A for CES Contract # 2020-31A-C103-ALL - Vehicles - Car, Vans, Pickups and Public Safety

Dear Procurement Partner,

Cooperative Educational Services (CES) thanks you for responding to CES RFP 2020-31A solicitation. The responses have been reviewed and it is our pleasure to inform you that your company has been selected to provide the products and services indicated in your response.

The enclosed Acceptance of Offer and Contract Award, in conjunction with the Bid documents that you submitted with your proposal, constitute the Agreement between the parties. Please retain all documents for your records. The term of this Indefinite Quantity Contract Award as defined in NMSA 13-1-63; is for four (4) years from the date of this letter, Pursuant to 13-1-150 NMSA.

It is the vendor's responsibility to keep pricing up-to-date, throughout the life of the contract.

Sincerely Yours,

Cooperative Educational Services

David Chavez
Executive Director
Ofc: 505.344.5470
Fax: 505.344.9343

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PRICE LIST

(PRICE LEVEL CODE 040)

	MODEL		SERIES CODE	BASE VEHICLE PRICE		SUGGESTED RETAIL
ALL MODELS	REGULAR CAB	4x2	F2A	142 in. Wheelbase - XL		$ 34,035
			F2A	142 in. Wheelbase - XLT		38,815
		4x4	F2B	142 in. Wheelbase - XL		36,825
			F2B	142 in. Wheelbase - XLT		41,615
	SUPERCAB	4x2	X2A	148 in. Wheelbase - XL		36,370
			X2A	148 in. Wheelbase - XLT		41,480
			X2A	148 in. Wheelbase - Lariat		46,930
			X2A	164 in. Wheelbase - XL		36,570
			X2A	164 in. Wheelbase - XLT		41,680
			X2A	164 in. Wheelbase - Lariat		47,130
		4x4	X2B	148 in. Wheelbase - XL		39,160
			X2B	148 in. Wheelbase - XLT		44,285
			X2B	148 in. Wheelbase - Lariat		50,115
			X2B	164 in. Wheelbase - XL		39,370
			X2B	164 in. Wheelbase - XLT		44,485
			X2B	164 in. Wheelbase - Lariat		50,320
	CREW CAB	4x2	W2A	160 in. Wheelbase - XL		37,625
			W2A	160 in. Wheelbase - XLT		43,310
			W2A	160 in. Wheelbase - Lariat		49,260
			W2A	160 in. Wheelbase - King Ranch		57,835
			W2A	176 in. Wheelbase - XL		37,825
			W2A	176 in. Wheelbase - XLT		43,510
			W2A	176 in. Wheelbase - Lariat		49,460
			W2A	176 in. Wheelbase - King Ranch		58,030
		4x4	W2B	160 in. Wheelbase - XL		40,425
			W2B	160 in. Wheelbase - XLT		46,105
			W2B	160 in. Wheelbase - Lariat		52,445
			W2B	160 in. Wheelbase - King Ranch		61,025
			W2B	176 in. Wheelbase - XL		40,635
			W2B	176 in. Wheelbase - XLT		46,310
			W2B	176 in. Wheelbase - Lariat		52,650
			W2B	176 in. Wheelbase - King Ranch		61,225
			W2B	160 in. Wheelbase - Platinum		66,225
			W2B	176 in. Wheelbase - Platinum		66,425
			W2B	160 in. Wheelbase - Limited		83,930
			W2B	176 in. Wheelbase - Limited		84,130
	ALL MODELS		—	Destination and Delivery		1,695

	DRIVE	OPTION CODE	POWERTRAINS		SUGGESTED RETAIL
ENGINE	4x2/4x4	99T	6.7L Powerstroke Diesel V-8		$ 10,495
		99N	7.3L Engine Option on F250 Pick-up		2,045
AXLE	4x2/4x4	X3H	Axle, Electronic-Locking (Ratio 3.31)		390
		X3J	Axle, Electronic-Locking (Ratio 3.55)		390
			Axle, Electronic-Locking (Ratio 3.55) W/ 17Y		N/C
		X3E	Axle, Electronic-Locking (Ratio 3.73)		390
		X4M	Axle, Electronic-Locking (Ratio 4.30)		390
			Axle, Electronic-Locking (Ratio 4.30) W/ 17Y		N/C
		X35	Axle, Non Limited-Slip (Ratio 3.55)		N/C

MODEL		OPTION CODE	TIRES		SUGGESTED RETAIL
		642	Wheels, 20 Inch Premium Polished		$ 1,420
		643	Wheels, 20 Inch Premium Polished		1,420
		649	Wheels, 20 Inch Chrome PVD		1,340
REGULAR/ SUPER/CREW CAB	4x2/4x4	TBM	LT245/75Rx17E BSW AT (XL)		165
		TCD	LT265/70Rx17E OWL AT (XL/XLT)		455
		TCH	LT275/65Rx18E BSW AS		N/C
		TDX	LT275/70Rx18E BSW AT		265
		TDU	LT275/70Rx18E OWL AT		290
		TCW	LT275/65Rx20E OWL AT		N/C
		TD8	LT245/75Rx17E BSW A/S PLUS		N/C
REGULAR/ SUPER/CREW CHASSIS CAB	4x2/4x4	512	Spare Tire and Wheel (with Box Delete)		295
		64U	Wheels, 20 Inch Polished Aluminum w/ 535		N/C

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PRICE LIST

(PRICE LEVEL CODE 040)

MODEL	TRIM SERIES	TRIM TYPE	SEATS	SUGGESTED RETAIL
	XL	L	Vinyl High Back Bucket	$ 355
REGULAR CAB	XL	1	Cloth 40/20/40 Split Bench - Regular (XL Only)	100
		4	Cloth High Back Bucket (Regular Cab)	515
SUPER CAB	XL	4	Cloth High Back Bucket (Super Cab)	515
CREW CAB	XL	4	Cloth High Back Bucket (Crew Cab)	615
		1	Cloth 40/20/40 Split Bench - Crew Cab (XL Only)	315
SUPER CAB	XL	1	Cloth 40/20/40 Split Bench - Super Cab (XL Only)	100
SUPER CAB/CREW CAB	XLT	2	Cloth Luxury Captains Chairs w/ Console	945
			Cloth Luxury Captains Chairs w/ Console w/17P	300
		17L	Lariat Sport Appearance Package	4,295
	Lariat	6	Leather 40/20/40 Split Bench (Lariat Monotone)	N/C
CREW CAB	Lariat	90R	Heated Rear Seats	300

	OPTION CODE	OTHER OPTIONS	SUGGESTED RETAIL
AVAILABLE ON ALL MODELS UNLESS OTHERWISE NOTED	62M	Adjustable Gas and Brake Pedals (Lariat)	N/C
	18B	Cab Steps (w/ Regular Cab XL)	$ 320
		Cab Steps (w/ Super/Crew Cab XL)	445
	18C	6 inch Cab Steps, Chrome Angular (XL/XLT/Lariat, SC, CC)	695
	471	Camper Package	160
	166	Carpet Delete (XLT/Lar)	(50)
		Carpet Delete (XL)	N/C
	16S	All-Weather Floor Mats (SC/CC)	135
		All-Weather Floor Mats (RC)	90
	592	Clearance Lights, Roof	95
	18C	6 inch Cab Steps, Chrome Angular (KR)	N/C
	41H	Heater, Engine Block	100
	54F	Mirrors, PowerScope® Power Glass T-Tow (XLT)	280
	54K	Manual Telescoping Trailer Tow Mirrors (XL w/ 90L)	N/C
	17C	Chrome Package	1,125
		Chrome Package w/ XLT	N/C
	96M	King Ranch Monochromatic Paint Package	N/C
	17X	4X4 Off-Road Package	400
	85D	Universal Garage Door Opener	125
	66S	Upfitter Switches (6)	165
	954	Paint, Lower Accent Two-Tone (Lariat)	470
		Paint, Lower Accent Two-Tone (King Ranch)	N/C
	76R	Reverse Sensing System (XLT)	295
	85D	Universal Garage Door Opener (KR/PL/LTD)	N/C
	41P	Skid Plate Package	100
	473	Snow Plow Package	250
	525	Cruise Control (XLT/Lar/KR/PL)	N/C
	67H	Suspension Package, Heavy Service	125
	52B	TowCommand™ Integrated Trailer Brake Controller	270
	62R	Transmission Power Take-Off Provision	280
	435	Window, Power Sliding Rear	405
	43B	Heated Backlight/Rear Window Defrost (Included w/ 435 only)	N/C
	85G	Tailgate Step	375
	41A	Rapid-Heat Supplemental Cab Heater	250
	86A	Engine Idle Shutdown - 5 Minutes	250
	86B	Engine Idle Shutdown - 10 Minutes	250
	86C	Engine Idle Shutdown - 15 Minutes	250
	86D	Engine Idle Shutdown - 20 Minutes	250
	98R	Operator Commanded Regeneration (OCR)	250
	85S	Tough Bed® Spray-in bedliner	595
	85L	Drop-in Bedliner	350
	61M	Wheel Well Liner	180
		Wheel Well Liner (KR/Plat/Ltd)	N/C
	96L	Lariat Interior Package	710
	96U	Lariat Ultimate Package	3,495
	65A	Individual Trailer TPMS	500
	535	Trailer Tow Package - High Capacity	1,130
	76S	Remote Start System	250
		Remote Start System (w/Lariat Ultimate/Value)	N/C
	85M	Bed Mat - - Dealer Installed Accessory	150
	98F	CNG/Propane Gaseous Engine Prep Package (w/6.2L only)	315
	61S	Splash Guards/Mud Flaps (Front & Rear)	130
	62S	Splash Guards/Mud Flaps (Rear)	N/C
	68D	10K GVWR Package	N/C
	15J	Gooseneck Hitch Kit	250

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2020MY SUPER DUTY F-250 (PICKUP SRW)

PRICE LIST

(PRICE LEVEL CODE 040)

	OPTION CODE	OTHER OPTIONS (continued)		SUGGESTED RETAIL
	15L	5th Wheel Hitch Kit (18K)		1,095
AVAILABLE ON ALL MODELS UNLESS OTHERWISE NOTED	53W	5th Wheel/Gooseneck Hitch Prep Package		$ 500
	76C	Exterior Back-up Chime		140
	96V	XL Value Package		395
	61L	Front Wheel Well Liners		180
	61N	Front & Rear Wheel Well Liners		325
	17V	XLT Value Package (Super & Crew Cabs)		1,600
	17P	XLT Premium Package		3,025
	17V	XLT Value Package (Regular Cab)		1,460
	87H	Hood Deflector - Black Molded		130
	66D	Pickup Box Delete (XL/XLT w/ 8 ft. Box only)		(625)
	90L	Power Equip Group on XL (Reg & Super Cabs)		915
		Power Equip Group on XL (Crew Cabs)		1,125
		Power Equip Group (XLT/Lar)		N/C
	873	CHMSL Camera (w/ 4.2 or 8 screen)		200
	527	Adaptive Cruise Control		740
	96K	KR Ultimate Package		3,350
	43C	110V/400W Outlet		175
		110V/400W Outlet with 882		N/C
		110V/400W Outlet with 913		N/C
	60B	BLIS w/ Cross-Traffic Alert		540
	60C	Audible Lane Departure Warning		115
	66L	Box Rail Lighting, LED Lighting system		60
		Box Rail Lighting, LED Lighting system (KR/PL/LTD)		N/C
	66B	Box Link Cleats - Locking (XL)		75
		Box Link Cleats - Locking (XLT/Lar/KR/PL)		N/C
	18D	Extended Running Boards		740
		Extended Running Boards (w/ 17C)		440
	43V	Panoramic Moonroof		1,495
	18E	Power Running Boards (KR & LAR)		995
	65B	Trailer Camera (optional w/ 4.2 or 8 screen)		375
	43B	Defrost w/ Fixed & Privacy Glass		60
	67E	Extra-Extra Heavy Duty Alternator		85
		Extra-Extra Heavy Duty Alternator w/ 43C & 66S & 473 or 47B (XL & XLT)		85
		Extra-Extra Heavy Duty Alternator w/ 43C & 66S & 473 or 47B (LAR, KR, PLT)		N/C
	59Q	LED Lighting Pkg - Headlamps / Tailamps / Foglamps / Signature		1,180
	86M	Dual Batteries (78 Amp.) req. 6.2L or 7.3L Gas		210
	16P	Premium Vinyl Flooring - KR/PL/LTD		115
	52R	Bed Ramps		695
	17S	STX		1,825
	16F	Carpet Flooring w/ STX		60
	653	Trailer Camera & TPMS		725
	47B	SNOWPLOW/CAMPER PACKAGE		245
	913	SYNC 3		450
		SYNC 3 (XLT/Lar/KR/PL)		N/C
	67B	Dual Extra Heavy-Duty Alternator		115
		Dual Extra Heavy-Duty Alternator w/ 43C & 66S & 473 or 47B		115
		Dual Extra Heavy-Duty Alternator w/ 41A		N/C
	39S	SiriusXM® Satellite Radio		185
	60A	Adaptive Steering		1,000
	872	Rear View Camera & Prep Kit (with P/U Box Delete)		415
	94W	Wheel Locks		75
	18D	Extended Running Boards (w/ 17P)		440
	924	Privacy Glass (Regular Cab w/43B)		N/C
		Privacy Glass		30
	60A	Adaptive Steering (Platinum / Limited)		N/C
	21X	Vehicle Safe by Console Vault		330
	62X	Aluminum Tool/Cargo Box by Weather Guard		575
	62Y	Premium Aluminum Tool/Cargo Box by Weather Guard		790
	17Y	Tremor Package (FX4 Max)		3,975
		Tremor Discount (17Y w/ 535 or 53Q)		$ (570)
		Tremor Discount (17Y w/ 17C or 17P)		(570)
		Tremor Discount (17Y w/ 96K)		(570)
		Tremor Discount (17Y w/ 96U)		(570)
	96F	Fleet Driver Assistance Package		995
	53Q	F250 Trailer Tow Package w/ PTBA (XL - Lariat)		2,730
		F250 Trailer Tow Package w/ PTBA (King Ranch- Limited)		1,130
	94P	Pre-Collision Assist (AEB)		115
	60W	Heated Wiper Park -- Pickup		165

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2020MY SUPER DUTY F-250 (PICKUP SRW)

PRICE LIST

(PRICE LEVEL CODE 040)

	OPTION CODE	OTHER OPTIONS (continued)	SUGGESTED RETAIL
	595	Halogen Fog Lamps	130
	53R	Ultimate Trailer Tow w/ PTBA	1,600
	21D	Tonneau Pickup Box Cover - Soft Folding	525
	21E	Tonneau Pickup Box Cover - Hard Folding	995
	21J	Tonneau Pickup Box Cover - Retractable	1,695
AVAILABLE ON ALL MODELS UNLESS OTHERWISE NOTED	PD4	Paint, Rapid Red Metallic Tinted Clearcoat	395
	PAZ	Paint, Star White Metallic Tri-Coat	595
		AUDIO	
	21N	Navigation System	570
		Navigation System w/96U	N/C

	OPTION CODE	FLEET OPTIONS	SUGGESTED RETAIL
AVAILABLE ON ALL MODELS UNLESS OTHERWISE NOTED	62M	Adjustable Gas and Brake Pedals (Fleet XLT)	$ 120
	18B	Cab Steps (w/ Regular Cab XLT)	320
		Cab Steps (w/ Super/Crew Cab XLT)	445
	51X	Spare Tire Delete (XL Fleet Only)	(85)
	76R	Reverse Sensing System (XL Fleet Only)	245
	47C	Fleet Commercial Graphics (Up to 6 Sq Ft)	250
	47D	Fleet Commercial Graphics (Up to 12 Sq Ft)	315
	47E	Fleet Commercial Graphics (Up to 20 Sq Ft)	425
	525	Cruise Control	235
	926	Customizable Speed Limit (65 mph)	80
	927	Customizable Speed Limit (75 mph)	80
	17F	XL Décor Package (ordered w/o option 96V)	220
	91S	LED Warning Strobes - Amber	675
	91G	LED Warning Strobes - White	725
	63R	Suspension Package, Heavy Service w/66D	125
	942	Daytime Running Lamps (Fleet only)	45
	18A	Upfitter Interface Module	295
	PGR	Paint, Green (Fleet Only)	660
	PW6	Paint, Green Gem (Fleet Only)	660
	PMB	Paint, Orange (Fleet Only)	660
	PBY	Paint, School Bus Yellow (Fleet Only)	660
	PE4	Paint, Vermillion Red (Fleet Only)	660
	PAT	Paint, Yellow (Fleet Only)	660

CHALMERS

Real Value. Real People. Real Simple. Ford

PROPOSAL

2500 Rio Rancho Blvd
Rio Rancho, NM 87124 (505) 554-6447

QUOTE TO: **City of Santa Fe**
Police Department
Eric Sanchez

SHIPPED TO:

QUOTE NUMBER	081720-3
QUOTE DATE	August 17, 2020
MEMBER PO #.	
CES PO#	
TERMS	Due on Receipt
SALES REP	Mike Michnuk
SHIPPED VIA	Pick UP
F.O.B.	Dealership
PREPAID or COLLECT	

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	New Mexico State Price Agreement Number: **00-00000-19-00015**		
7	**Item #6 Sports Utility Vehicle (SUV), Hybrid (HEV)** (Police Pursuit Rated) Ford Explorer	33,959.00	$237,713.00
	Item #6 Options:		
7	Aux air conditioning, rear	810.00	$5,670.00
7	Bluetooth / Handsfree	INC	INC
7	Front Headlamp Housing	130.00	$910.00
7	Hidden door-lock plunger w/rear-door handles inoperable	250.00	$1,750.00
7	Remote Keyless - entry key fob	410.00	$2,870.00
7	Spot light LED	590.00	$4,130.00
7	Tail Light housing only	150.00	$1,050.00
7	Police Engine Idle Feature	250.00	1,750.00
7	Reverse Sensing	350.00	2,450.00
7	Dark Car Feature	50.00	350.00
7	Tint Front window to match	160.00	1,120.00

Proposal Valid for 30 Days	SUBTOTAL	259,763.00
	TAX	0.00
	FREIGHT	
		$259,763.00 PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:
Mike Michnuk
(505) 554-6447

email: mmichnuk@chalmersford.com

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor: **6 Vendors**

Price Agreement Number: **00-00000-19-00015**

Price Agreement Amendment No.: **One**

Term: **October 7, 2019 – October 6, 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: Amber Sanchez

Telephone No.: (505) 827-0554

Email: Amber.Sanchez2@state.nm.us

Title: **Alternative Vehicles, Electric and Hybrid**

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:

Delete Items 4 and 5 as they were inadvertently awarded.

Change Item 3 From: B. Battery Upgrade, for longer range (deduct)
To: B. Battery Upgrade, for longer range (add)

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: 10/7/19

(Rev. 1/19)

State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor
6 Vendors (See page 6)

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: **00-00000-19-00015**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **See page 6**

Procurement Specialist: Amber Sanchez

Telephone No.: (505) 827-0554

Email: Amber.Sanchez2@state.nm.us

Title: **Alternative Vehicles, Electric and Hybrid**

Term: **October 7, 2019 thru October 6, 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: 10/4/2019

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-19-00015**

Item	Approx. Qty.	Unit	Article and Description	Don Chalmers Ford (AB)	Phil Long Ford of Raton, LLC (AE)
006	60	Each	Sports Utility Vehicle (SUV), Hybrid (HEV), Four (4) door, Rear Wheel Drive		
			Base Cost, Per Unit, FOB Dealers Place of Business	$33,959.00	$43,638.00
			Net Cost, Per Unit, FOB, Santa Fe, NM	$33,959.00	$43,638.00
			Model	**Police Interceptor Hybrid Utility**	**Explorer Limited Hybrid**
			Make/Wheel base	**Ford/ 119.1**	**Ford/ 119**
			Engine/HP/Torque	**3.3L/ 318/ 322**	**3.3L Hybrid/ 285/ 260**
			MPG: City/HWY	**24/23**	**23/26**

Minimum Specifications:
Air bag: Dual
Air conditioning: Factory installed (CFC-Free)
Back-up Camera
Bluetooth/Hands Free
Brakes: Manufacturer standard
Color-exterior: Factory std., to be determined by agency
Cruise control & tilt wheel
Defogger, electric: rear window, factory installed
Door Locks: Power
Engine: 3.3L Hybrid
Floor mats: Factory
Glass: Factory standard tint all around
Keys: Three (3) ignition keys total, two (2) of which must be fobs
Mirrors: Outside right/left mounted below eye level. Inside non-glare day/night
Radio: Factory Standard
Steering: Power
Tires: Factory standard
Transmission: Automatic
Trim-interior: Color coordinated with exterior, cloth seats
Wheelbase: One hundred nineteen (119) inches
Windows: Power

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-19-00015**

Item 6 Options:		**Don Chalmers Ford (AB)**	**Phil Long Ford of Raton, LLC (AE)**
A. Auto-dimming Rearview Mirror	(add)	N/A	N/A
B. Bluetooth/Hands Free	(deduct)	N/A	N/A
C. Premium Radio	(add)	N/A	Included
D. Keys, additional	(add)	$200.00	$350.00
E. Key, remote	(add)	$400.00	$350.00
F. Mileage charge for one way delivery of vehicle to areas other than Santa Fe, NM	$ per mile	$1.75/ mile	$2.00
G. Navigation package	(add)	N/A	Included
H. Remote Start	(add)	N/A	Included
I. Service package(s)	(add)	$2,630.00 5 year/ 100,000 mile, Premium Maintenance	N/A
J. Tint – Window: Darker than factory standard, must adhere to state law	(add)	$395.00	$199.00
K. Warranty, factory, 8 year- 80,000 mile, zero dollar (0) deductible	(add)	$2,950.00	N/A
L. Wheel locks	(add)	$150.00	$100.00
M. Rear Air	(add)	$810.00	
N. Dark Car Feature	(add)	$50.00	
O. Spotlight LED	(add)	$590.00	
P. Remote Keyless Entry	(add)	$410.00	
Q. BLIS- Blind Spot	(add)	$745.00	
R. Reverse Sensing	(add)	$350.00	
S. 4WD in Lieu of 2WD	(add)		$2,500.00
T. Base Model w/2.5L EcoBoost	(deduct)		$14,000.00
U. Engine: Other	(deduct)		$500.00 3.3L Requires M&N
V. Police Interceptor Hybrid AWD	(deduct)		$7,500.00
W. Police Option Package, Requires Option V	(add)		2,000.00
X. Police 3.0L EcoBoost V6 Engine, Requires Option V	(add)	$2,200.00	$750.00
Y. Police 3.3LV6 Engine, Requires Option V	(deduct)	$1,500.00	$3,000.00
Z. Unmarked Build	(add)		$12,900.00
AA. Patrol Build Less Radios	(add)		$17,800.00
BB. Premium Patrol Build Including Radios	(add)		$23,000.00
CC. K9 Package	(add)		$22,900.00
DD. Graphics Package	(add)		$800.00
EE. Amber Safety Lighting Package	(add)		$2,900.00

6 Awarded Items Total

PROPOSAL

Santa Fe Police Department
Attention: Eric I. Sanchez
2515 Camino Entrada
SANTA FE NM 87507
USA

Date
Aug 18, 2020

Expiry
Dec 18, 2020

Quote Number
20205595v2

Reference
SFPD Qty. 8 Brother Mobile Solutions

CODE 3 SERVICE, LLC
2323 Aztec Rd NE - STE A
Albuquerque, NM 87107
ABQ (505) 407-2310
Taos (575) 737-8884
Roswell (575) 363-3135

Item	Description	Quantity	Unit Price	Amount USD
ETS PJ722	BROTHER MOBILE SOLUTIONS: PocketJet 7 200dpi Thermal Printer with USB (Only includes the printer. Requires power, USB cable, and printing supplies) MSRP: $384 *NM State Contract Cost is 5% off: $364.80	8.00	327.31	2,618.48
ETS LB3602	BROTHER MOBILE SOLUTIONS: USB Cable - 6 foot length MSRP: $14.00 *NM State Contract Cost is 5% off: $13.30	8.00	12.99	103.92
ETS LB3692	BROTHER MOBILE SOLUTIONS : PocketJet 3, 3 Plus, 6, 6 Plus, RuggedJet 4030, 4040 Car Adapter - Wired - 14 Foot Length MSRP: $24.10 *NM State Contract Cost is 5% off: $22.90	8.00	22.90	183.20
ETS LBX028	BROTHER MOBILE SOLUTIONS : In-Vehicle Mount / used with roll paper for PocketJet 7 series and PocketJet 6 units, replaces LB3810 EXCEPT FOR PJ673 MSRP: $110.00 *NM State Contract Cost is 5% off: $104.50	8.00	98.45	787.60
			Subtotal	3,693.20
			TOTAL TAX	0.00
			TOTAL USD	**3,693.20**

Terms

New Mexico State Contract
60-000-15-00032AD - Police Vehicle Equipment

All Proposals are good for 90 days unless otherwise dated. We reserve the right to cancel a proposal at anytime. Shipping and handling chargers maybe added to final invoice.

GSD/PD (Rev. 9/20)

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor: **13 Vendors**

Price Agreement Number: **60-000-15-00032**

Price Agreement Amendment No.: **Eight**

Term: **March 21, 2016 – March 22, 2021**

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: Amber Sanchez

Telephone No.: (505) 827-0554

Email: Amber.Sanchez2@state.nm.us

Title: **Police Vehicle Equipment**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof. In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from March 22, 2020 to March 21, 2021 at the same price, terms and conditions, for the exception of (AK) New Mexico Emergency Products, LLC, Item 4 (Hourly Labor Rate for Installation and Repairs):

From: $65.00	To: $75.00

This amendment is also issued to reflect the following effective immediately:
Vendor (AJ) changing the following:

From:	To:
0000010378 L3 Mobile-Vision, Inc. 400 Commons Way, Suite F Rockaway, NJ 07866 (800) 336-8475 Ryan Hourihan ryan.hourihan@L3T.com	0000010378 SF Mobile-Vision, Inc. dba COBAN Technologies, Inc./ Safe Fleet Law Enforcement 11375 W. Sam Houston Parkway South, Suite 800 Houston, TX 77031 (281) 925-0488 William Chaing wchaing@safefleet.net

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

Mark Hayden, New Mexico State Purchasing Agent

Date: 3/20/20



Quote

Santa Fe Police Department
2515 Camino Entrada
SANTA FE NM 87507

Date
Aug 18, 2020

Expiry
Dec 18, 2020

Quote Number
QU-200148

Reference
SFPD TB33 Docks Qty. 8

Enchanted Technology Solutions
P.O. Box 29374
Santa Fe, NM 87592
Contact: Jeff Gallegos
(505) 946-8219
jeffg@ets.us.com

Item	Description	Quantity	Unit Price	Amount USD
GJ-33-LVD0	Gamber-Johnson laptop vehicle dock (no pass) for the Panasonic CF-33. USB 2.0 (4), USB 3.0 (2), Serial, Ethernet (2), HDMI, VGA, Docking Connector, Power, Release Lever, Lock (Keyed alike). Features two front USB ports for easy access. Requires Premium Keyboard (sold separately). MSRP: $1536 *NM State NASPO Contract Cost: $1,367.04	8.00	799.00	6,392.00
7110-1214	Screen Support for Panasonic CF-33 Laptop Docking Station MSRP: $48 *NM State NASPO Contract Cost: $42.72	8.00	39.00	312.00
CF-LNDDC120	Lind 120 Watt 12-32 Volt Input Car Charger for CF-30, CF-31,CF-33, 4K Mk1, Mk2 (UT-M/FZ-Y1), CF-53 Mk4, CF-54, CF-SX2, CF-F9, CF-19, CF-20, CF-C2, CF-H2, CF-U1, FZ-G1 MSRP: $144.95 *NM State NASPO Contract Cost: $129.01	8.00	129.00	1,032.00
CF-LNDBRK120	Lind Mounting Bracket for CF-LNDDC120 (Mfg No: ASMTL-00332) MSRP: $10.95 *NM State NASPO Contract Cost: $9.75	8.00	9.75	78.00
			Subtotal	7,814.00
			TOTAL USD	7,814.00

Terms

These items are being quoted under the NASPO contracts as follows:
NASPO NM Agreement #60-000-15-00008AY
NASPO Valuepoint Master Agreement #MNWNC-124
The PO must reference both contract numbers on your purchase order.

We reserve the right to cancel or withdraw any quote at any time for any reason. All quotes are good for 45 days from the date given unless otherwise listed. Payment is due in full before items will be shipped unless you have an active account.

The pricing and services quoted represent ETS's best price for the items listed. Any deviation from the items listed or from the services being provided represent a "CHANGE ORDER" and will be dealt with on a separate Purchase Order or Agreement.

Purchase orders may be emailed directly to Jeff Gallegos at jeffg@ets.us.com. If you have any problems receiving or reading this quote, or if you have any questions, please call Jeff Gallegos at (505) 946-8219.

ENCHANTED TECHNOLOGY SOLUTIONS, LLC

Quote

Santa Fe Police Department
2515 Camino Entrada
SANTA FE NM 87507

Date
Aug 18, 2020

Expiry
Dec 18, 2020

Quote Number
QU-200140v2

Reference
SFPD Toughbook 33 Qty. 8

Enchanted Technology Solutions
P.O. Box 29374
Santa Fe, NM 87592
Contact: Jeff Gallegos
(505) 946-8219
jeffg@ets.us.com

Item	Description	Quantity	Unit Price	Amount USD
CF-33LE-35VM	PANASONIC TOUGHBOOK 33 Public Sector Specific, WIN10 PRO, INTEL CORE I5-7300U 2.60GHZ, VPRO, 12.0" QHD Gloved Multi TOUCH+DIGITIZER, 16GB, 512GB SSD, INTEL WIFI A/B/G/N/AC, TPM 2.0, Bluetooth, Dual Pass (UPPER:WWAN/LOWER:DGPS), 4G LTE Multi Carrier (EM7511), DGPS, HELLO WEBCAM, 8MP CAM, Fingerprint, 2D BAR LASER (N6603), Toughbook Preferred, Flat, CF-SVCPDEP3Y - Toughbook Toughpad Premier Deployment - includes Imaging, Customer Portal Access, Multilocation on shipping and disk image management at the Panasonic National Service Center - YEARS 1,2,3), FZ-SVC512SSD3Y - 512GB SSD - TOUGHPAD NO RETURN OF DEFECTIVE DRIVE (YEARS 1,2, 3), FZ-SVCTPNF3YR - Protection Plus Warranty - Tablet PC (YEARS 1, 2, 3), CF-SVCBIOS1 - NSC CUSTOM BIOS POST SALE ENTITLEMENT., CF-SVCADDPRM12B - absolute resilience - 12 month term - PANASONIC PS BUNDLE SLED CUSTOMER ONLY. MSRP: $6,344 *NM State NASPO Contract Cost: $5,582.72	8.00	3,999.00	31,992.00
CF-VEK331LMP	Premium Keyboard for CF-33. Emissive Red Backlit (4 levels). Handle/kickstand - display can be opened to any angle. Compatible with Tablet, 33 Laptop Vehicle Dock, and 33 Desktop Dock. Ethernet, SDXC (full-size), HDMI. See Price file for full description. MSRP: $670 *NM State NASPO Contract Cost:: $596.30	8.00	475.00	3,800.00
FZ-SVCTPEXT2Y	Extended Warranty - Tablet PC (Years 4 &5) Models supported: CF-33, FZ-M1, FZ-A2, FZ-B2, FZ-G1, FZ-Q2 MSRP: $295 *NM State Contract NASPO Contract Cost: $295	8.00	295.00	2,360.00

Subtotal	38,152.00
TOTAL USD	38,152.00

Terms

These items are being quoted under the NASPO contracts as follows:
NASPO NM Agreement #60-000-15-00008AY
NASPO Valuepoint Master Agreement #MNWNC-124
The PO must reference both contract numbers on your purchase order.

We reserve the right to cancel or withdraw any quote at any time for any reason. All quotes are good for 45 days from the date given unless otherwise listed. Payment is due in full before items will be shipped unless you have an active account.

The pricing and services quoted represent ETS's best price for the items listed. Any deviation from the items listed or from the services being provided represent a "CHANGE ORDER" and will be dealt with on a separate Purchase Order or Agreement.

Purchase orders may be emailed directly to Jeff Gallegos at jeffg@ets.us.com. If you have any problems receiving or reading this quote, or if you have any questions, please call Jeff Gallegos at (505) 946-8219.

GSD/PD (Rev. 01/11)

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000073372
Panasonic Corporation of North America
Two Riverfront Plaza
Newark, NJ 07102

Contact: Amy Lee
Email: AmyW.Lee@us.panasonic.com
Telephone No.: (201) 325-1181

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

NASPO Master Agreement No.: MNWNC-124

Price Agreement Number: 60-000-15-00008AY

Price Agreement Amendment No.: **Eight**

Term: June 19, 2017 – July 31, 2021

Procurement Specialist: Vanessa LeBlanc

Telephone No.: (505) 827-0266

Email: Vanessa.LeBlanc@state.nm.us

Title: **Computer Equipment, Peripherals and Related Services**

This Price Agreement Amendment is to be attached to the respective Participating Addendum and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Correct term end date which was inadvertently typed:

From:	**To:**
March 31, 2021	**July 31, 2021**

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: 2/18/2020

STATE OF MINNESOTA
Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD
WITH
PANASONIC
FOR
COMPUTER EQUIPMENT: (Laptops and Tablets including Related Peripherals & Services)

To:	Panasonic System Communications Company of North America Two Riverfront plaza, 6th floor Newark NJ. 07102	CONTRACT NO:	MNWNC-124
		CONTRACT PERIOD:	April 1, 2015, or upon final executed signatures, whichever is later
	Contract Vendor Administrator: Michelle Chapin Email: michelle.chapin@us.panasonic.com Phone: 973.303.7787	Through	March 31, 2017
		EXTENSION OPTION:	UP TO 36 MONTHS

You are hereby notified that your response to our solicitation, which opened January 31, 2014, is accepted. The following documents, in order of precedence, are incorporated herein by reference and constitute the entire Contract between you and the State: 1. A Participating Entity's Participating Addendum ("PA") A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota WSCA-NASPO Master Agreement.; 2. Minnesota WSCA-NASPO Master Agreement; 3. The Solicitation; and 4. the Contract Vendor's response to the Solicitation. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

1. PANASONIC
The Contractor certifies that the appropriate person(s) have executed this Agreement on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____ (Signature)
Donald W. Szczepaniak (Printed Name)
Title: Vice President
Date: 3/6/15

By: _____ (Signature)
_____ (Printed Name)
Title: _____
Date: _____

2. MINNESOTA MATERIALS MANAGEMENT DIVISION
In accordance with Minn. Stat. § 16C.03, subd. 3.

By: _____
Title: Master Agreement Administrator
Date: 3/12/15

3. MINNESOTA COMMISSIONER OF ADMINISTRATION
Or delegated representative.

By: Original signed
Date: MAR 12 2015

By Lucas J. Jannett

COMPUTER EQUIPMENT
2014-2019

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

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COMPUTER EQUIPMENT
2014-2019

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

SUMMARY

1. **BACKGROUND**. The State of Minnesota, Department of Administration, Materials Management Division publicly posted a Request for Proposal on behalf of the State of Minnesota and WSCA-NASPO Cooperative Procurement Program ("WSCA-NASPO") resulting in a Master Agreement Award. After evaluation by a multi-state sourcing team the solicitation resulted in this Minnesota WSCA-NASPO Master Agreements with qualified manufacturers for **Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage including related Peripherals & Services).**

   The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the Master Agreement. The configuration limits and restrictions for this Master Agreement are provided below. Participating Entities may revise these in their Participating Addendum. **Bands awarded are identified below:**

   Band 2: Laptop Band 3: Tablet

   The original solicitation included Band 6: Ruggedized. This band has been removed and ruggedized equipment will be allowed in Bands 1-5. The original solicitation and responses may be found on the WSCA-NASPO Website.

2. **EFFECTIVE DATE:** The Master Agreement contract term will begin on April 1, 2015, or upon final executed signatures, whichever is later, through March 31, 2017, with the option to extend up to 36 months, upon agreement by both parties. Contract Sales may not begin until the Website, Product and Service Schedule and third party products have been approved by the Master Agreement Administrator.

3. **PARTICIPATION.** All authorized governmental entities in any State are welcome to use the resulting Master Agreements through WSCA-NASPO with the approval of the State Chief Procurement Official. Contract Vendors are able to sign Participating Addendums (PA) at the option of Participating States. Participating States reserve the right to add State specific terms and conditions and modify the scope of the contract in their Participating Addendum as allowed by the Master Agreement.

4. **CONFIGURATION DOLLAR LIMITS.** The following configuration limits apply to the Master Agreement. Participating States may define their configuration limits in their participating addendum. The Participating State's Chief Procurement Official may increase or decrease the configuration limits, as defined in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule..

   The dollar limits identified below are based on a **SINGLE** computer configuration. This is **NOT** a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 laptops @ $10,000 for a total purchase price of $100,000).

ITEM	CONFIGURATION*
Server	$500,000
Storage	$500,000
Desktops	$ 10,000
Laptops	$ 10,000
Tablets	$ 5,000
Peripherals	$ 5,000
Services	Addressed by each State in participating addendum

* Configuration is defined as the combination of hardware and software components that make up the total functioning system. Software purchases are considered a part of the configuration limit of the equipment.

5. **RESTRICTIONS.** The following restrictions apply to the Master Agreement. A Participating State may set further restrictions of products in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

   a. **Software**
      1. Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits.
      2. Software is an option which must be related to the procurement of equipment.
      3. Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment.
      4. Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (Band 4&5) purchased, is allowed and may be procured after the initial purchase of equipment.

   b **Services**
      1. Services must be related to the procurement of equipment.
      2. Service limits will be addressed by each State.
      3. Wireless phone and Internet service is not allowed.
      4. Cloud Services including acquisitions structured as managed on-site services are not allowed.
      5. Managed Print Services are not allowed.

   c. **Third Party Products.**
      1. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
      2. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WSCA-NASPO Master Agreement unless approved by the Lead State.

   d. **Additional Product/Services**
      1. Hardware and software required **to solely support** wide area network (WAN) operation and management are not allowed.
      2. Lease/Rentals of equipment may be allowed and will be addressed by each State.
      3. Cellular Phone Equipment is not allowed.
      4. EPEAT Bronze requirement may be waived, on a State case by case basis, if approved by the State's Chief Procurement Officer.

6. **PARTNER UTILIZATION:** Each state represented by WSCA-NASPO that chooses to participate in this Master Agreement independently has the option of utilizing partners. Only partners approved by the Participating State may be deployed. The participating State will define the process to add and remove partners in their participating addendum.

MHQ of New Mexico
5601 Balloon Fiesta Pkwy
Suite C
Albuquerque, NM 87113

MHQ OF NEW MEXICO
VEHICLES ■ EQUIPMENT ■ GEAR
A DIVISION OF DON CHALMERS FORD

Quote

Date	Estimate #
7/31/2020	10103
This quote expires in 90 days	

Name / Address	Ship To
City of Santa Fe Police Department 2515 Camino Entrada Santa Fe, NM 87505	City of Santa Fe P.D. ATTN: ITT Tech Center 301 Montezuma Santa Fe, NM 87504

Rep	Phone	Fax	Email	Visit our Website	Project
GT	(505) 821-0667	(505) 821-3530	gtrujillo@mhqwest.com	www.mhqwest.com	2018 Ford Animal C...

Item	MFG	Description	Qty	Price	Total
		Parts Sale Only Customer: Eric Sanchez Phone: 505-955-5036 Email Address: jesanchez@ci.santa-fe.nm.us ***QTY 1 FORD F-250 ANIMAL CONTROLS*** State Contract# 60-000-15-00032			
ENFLBS1254	Sound Off	54" nForce SoundOff Lightbar Dual Color	1	1,730.21	1,730.21
EMPS2STS2A	Sound Off	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Amber Grille Lights	1	100.20	100.20
EMPS2STS2B	Sound Off	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Blue Grille Lights	1	100.20	100.20
EMPS2STS4M	Sound Off	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color - Blue/Amber * Rear Lights *	4	117.60	470.40
EL3D08A0LA-24	Sound Off	Sound Off Signal UltraLITE™ 8 Module Exterior LED Lightbar, 10-30v, Universal L-Brackets & 50 ft cable - Amber	1	492.00	492.00
425-6010	Jotto	9 Inch Police Equipment Console - Short Stack	1	136.24	136.24
425-6077	Jotto	SW300/400 Faceplate	1	0.00	0.00

	Subtotal
	Sales Tax (7.5%)
	Total

MHQ of New Mexico
5601 Balloon Fiesta Pkwy
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Quote

Date	Estimate #
7/31/2020	10103
This quote expires in 90 days	

Name / Address	Ship To
City of Santa Fe Police Department 2515 Camino Entrada Santa Fe, NM 87505	City of Santa Fe P.D. ATTN: ITT Tech Center 301 Montezuma Santa Fe, NM 87504

Rep	Phone	Fax	Email	Visit our Website	Project
GT	(505) 821-0667	(505) 821-3530	gtrujillo@mhqwest.com	www.mhqwest.com	2018 Ford Animal C...

Item	MFG	Description	Qty	Price	Total
425-6095	Jotto	Arrow Stick Controller ETS WDA S01 Faceplate	1	0.00	0.00
425-6295		XTL5000 O5 (REMOTE, HEAD)/APX 7500 O5, HEAD/APX6500/4500 (REMOTE HEAD) Faceplate	1	0.00	0.00
SW300-B	Federal Signal	6-Switch Box with Bail bracket auxiliary Funictions	1	130.35	130.35
ETSWDAS01	Sound Off	Directional Arrow Switch (DAS) - 10-30v, compatible with APEX, Pinnacle (EPL9000	1	94.80	94.80
C-HDM-203	Havis	12" Heavy Duty Telescoping Pole, Short Handle	1	124.22	124.22
C-HDM-401	Havis	Heavy Duty Stability Side Support Arm, Mounts To OEM Frame Under Passenger Glove Box Door	1	47.78	47.78
C-HDM-185	Havis	Heavy Duty Vehicle Mount for 2017-2018 F-250, 350, 450 Pickup and F-450 and 550 Cab Chassis, 2018 Ford Expedition & 2015-2018 Ford F-150	1	84.78	84.78
C-MD-112	Havis	New Design Swing Arm WITH Motion Adapter.	1	231.45	231.45
C-ADP-101	Havis	Universal Adapter Plate	1	34.02	34.02
2-1414939-2	Tyco	Super Relay - Automotive 12V - 120A	1	43.31	43.31
7170-0683-00	Gamber Johnson	Panasonic Toughbook 33 Laptop Docking Station NO RF with LIND Auto Power Adapter		1,336.80	1,336.80
PJ-722	Brothers	Brother PocketJet 6 Plus Printer - USB PJ-722	1	345.51	345.51
LB3692	Brother	Power cable red/black Brother Car Adapter 14ft.	1	21.69	21.69
14332	Gamber Johnson	USB Cable for Brother PocketJet Printers	1	10.50	10.50
MA3-0900600-NNA-3Y...	Cradlepoint	Cradle Point 3 Year Service	1	1,070.97	1,070.97

	Subtotal
	Sales Tax (7.5%)
	Total

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Quote

Date	Estimate #
7/31/2020	10103
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City of Santa Fe Police Department 2515 Camino Entrada Santa Fe, NM 87505	City of Santa Fe P.D. ATTN: ITT Tech Center 301 Montezuma Santa Fe, NM 87504

Rep	Phone	Fax	Email	Visit our Website	Project
GT	(505) 821-0667	(505) 821-3530	gtrujillo@mhqwest.com	www.mhqwest.com	2018 Ford Animal C...

Item	MFG	Description	Qty	Price	Total
SHOP SUPPLIES LVI	MHQ of New ...	Shop Supplies - includes relays. fuses. wire, connectors, loom, nuts, bolts, screws, heat shrink and ground studs.	1	95.00	95.00
DVM800 5 year warranty	Digital Ally	DVM-800 in car Video System - includes integrated front facing and driver compartment camera, external 12X zoom camera, and external "backseat" camera w/IR. 5 year Advanced Exchange Warranty*. Includes View Link	1	4,795.00	4,795.00
Labor NM	MHQ of New ...	Installation Labor with customer supplied kennel insert	25	80.00	2,000.00T
GRAPHICS LEVEL 4	MHQ Graphics	Graphics price made from materials	1	619.98	619.98
Labor GR	MHQ Graphics	Graphics Installation	7	72.00	504.00T
Shipping		Shipping	1	75.00	75.00

Subtotal	$14,694.41
Sales Tax (7.5%)	$187.80
Total	$14,882.21

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Quote

Date	Estimate #
7/30/2020	10094
This quote expires in 90 days	

Name / Address	Ship To
City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-412-5730 iesanchez@ci.santa-fe.nm.us	

Rep	Phone	Fax	Email	Visit our Website	Project
	(505) 821-0667	(505) 821-3530	drottman@mhqnm.com	www.mhqwest.com	2020 Ford Utility LT...

Item	Mfg.	Description	Qty	Price	Total
Parts Sale Only		**Parts Sale Only** Customer: Eric Sanchez Phone: 231-0619 Email Address: iesanchez@ci.santa-fe.nm.us QTY X2 Slicktop 2020 P.I. Utilities State Contract 60-000-15-00032		0.00	0.00T
ENFWV	SoundOff Si...	Soundoff Split Visor Bar R/W B/W	2	847.50	1,695.00
EMPS2STS5RBW	SoundOff Si...	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White *** Front Side Fender Lights ***	4	130.20	520.80
ETSA481RSP	Sound Off S...	nERGY™ 400 Series Remote Siren, 10-16v - 100w single speaker	2	565.80	1,131.60
5344-4L51	Go Rhino	2020 Ford P.I. Utility Push Bumper with 4-Light - Soundoff Signal nForce - Light Not included	2	374.02	748.04
ENFRMS3D	Sound Off S...	Enforce 12 Led Red White *** Front Push Bumper Lights ***	4	94.20	376.80
ENFRMS3E	Sound Off S...	Enforce 12 Led Blue White *** Front Push Bumper Lights ***	4	94.20	376.80
ENT3B3D	Sound Off S...	Intersector Surface Mount Light, Black Housing, 18 LEDs, Dual Color - Red/White *** Side Push Bumper Driver light ***	4	178.80	715.20
ES100C	Federal Signal	DynaMax 100W High output speaker. Class A.	2	173.25	346.50
ESB-U	Federal Signal	Universal ES100C speaker bracket.	2	22.00	44.00
ETSKLF100	SoundOff Si...	LF Aftershock Siren System, includes: 100 Watt Speaker, 200 Watt Amplifier and Universal Bracket	2	461.40	922.80
CC-UV20-L-20	Troy	2020 PI Utility 20" L-Shape Console, 8" Slope, 12" Level	2	382.50	765.00

Subtotal	
Sales Tax (7.875%)	
Total	

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Quote

Date	Estimate #
7/30/2020	10094
This quote expires in 90 days	

Name / Address	Ship To
City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-412-5730 iesanchez@ci.santa-fe.nm.us	

Rep	Phone	Fax	Email	Visit our Website	Project
	(505) 821-0667	(505) 821-3530	drottman@mhqnm.com	www.mhqwest.com	2020 Ford Utility LT...

Item	Mfg.	Description	Qty	Price	Total
FP-MXTL2500	Troy	XTL2500 & 5000, APX 6500/7500 05 Head Remote 2.03" x 7.03 x 1.0"	2	0.00	0.00
FP-MXTL5000	Troy	Motorola XTL5000/2500, APX 6500/7500 05 Dash Mount 2.04" x 7.06" x 5.0"	2	0.00	0.00
FP-SO380R	Troy	TROY FP 4" Sound Off 380R Siren Face Plate	2	0.00	0.00
FP-USB-2DC	Troy	2" face plate pre-punched w/ holes for (2) DC outlets & (1) dual-port USB module	2	51.19	102.38
AC-INBHG	Troy	4" internal dual beverage holder. Remove top and use it as 4" open storage compartment.	2	39.38	78.76
AC-PENPRTR-58-FP	Troy	Printer arm rest with 3x9 pad, bolts to floor plate (AC-ARM-BASE, AC-ARM-PED-XL, AC-PENPRTR, AC-FOAM-93)	2	303.19	606.38
CM-SDMT-SL-LED	Troy	Console side ht. adj. mount w/slide arm for docking station	2	360.00	720.00
GF1092ITU20	Setina	2020 Ford P.I. Utility Free Standing Weapon Kit	2	156.00	312.00
GK10342USSCAXL	Setina	Dual T-Rail Mount 2 Universal XL #2 Key Override.	2	367.20	734.40
TP-20-FDUV-FX	Troy	2020 PI Utility rear partition, square-hole window, driver-side fire ext. compartment	2	442.50	885.00
AC-20-UV-HATCH	Troy	2020 PI Utility hatch window screen; Square-hole punched	2	105.75	211.50
PDU-12-5-42-18-001	OPS	Single Drawer Pursuit Vault for PI Utility	2	812.85	1,625.70
PDU-FIU-8-BR2020	OPS	6" High Mounting Brackct for 2020 Ford Interceptor pursuit box	2	138.48	276.96
EMPAK	Soundoff Si...	Rear 6 Module spoiler lights R/A/W & B/A/W Can Flood and Arrow	2	1,087.205	2,174.41
EMPS2STS2B	SoundOff Si...	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc. Black Housing, 6 LED, Single Color - Blue	2	100.20	200.40

	Subtotal
	Sales Tax (7.875%)
	Total

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Quote

Date	Estimate #
7/30/2020	10094
This quote expires in 90 days	

Name / Address	Ship To
City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-412-5730 iesanchez@ci.santa-fe.nm.us	

Rep	Phone	Fax	Email	Visit our Website	Project
	(505) 821-0667	(505) 821-3530	drottman@mhqnm.com	www.mhqwest.com	2020 Ford Utility LT...

Item	Mfg.	Description	Qty	Price	Total
EMPS2STS2R	SoundOff Si...	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Red	2	100.20	200.40
PMP2BRK2LPV	Sound Off S...	Stud Mount License Plate Bracket Vertical mount for 4 inch	2	24.00	48.00
EMPS2STS5RBW	SoundOff Si...	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White *** Side Rear Window Lights ***	4	130.20	520.80
PMP2WSSSB	SoundOff Si...	Adjustable 25 to 90 Degrees Window Stud Mount Light 4 Inch Black	4	15.00	60.00
ETFBSANFL	Sound Off S...	Flashback Tail Flasher	2	54.60	109.20
CH27.1.20	911 Circuits	Ch27 Harness with Single Stage Smart Start Timer and 20' Outputs MSRP $1050.00 State Contract 20% = $840.00	2	840.00	1,680.00
DVM800 5 year war...	Digital Ally	DVM-800 in car Video System - includes integrated front facing and driver compartment camera, external 12X zoom camera, and external "backseat" camera w/IR. 5 year Advanced Exchange Warranty*.	2	4,795.00	9,590.00
BEE-III	MPH Inc	BEE III is the most compact radar available. It has the smallest detachable display, while retaining larger multicolored windows. BEE III is also waterproof and has the smallest antenna. Both pieces can be mounted anywhere in the patrol vehicle	1	2,495.00	2,495.00
35-20045	Westin	2020 Ford Utility Front Defender Partition MSRP $1292.45 State Contract 20% off = $1033.96	1	1,033.96	1,033.96

	Subtotal
	Sales Tax (7.875%)
	Total

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Quote

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7/30/2020	10094
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City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-412-5730 iesanchez@ci.santa-fe.nm.us	

Rep	Phone	Fax	Email	Visit our Website	Project
	(505) 821-0667	(505) 821-3530	drottman@mhqnm.com	www.mhqwest.com	2020 Ford Utility LT...

Item	Mfg.	Description	Qty	Price	Total
KP-UV-DAP-SS	Troy	New! 2020 PI Utility 3-pc. Kick panel w/foot pockets - Use with Big-Boy mount MSRP $187.00 State Contract 25% = $140.25	1	140.25	140.25
TP-20-FDUV-FX	Troy	New! 2020 PI Utility rear partition, square-hole window, driver-side fire ext. compartment MSRP $590.00 State Contract 25% off = $442.50	1	442.50	442.50
WG-20-FDUV-SET	Troy	New! 2020 PI Utility driver/passenger side window guards, welded bars, vertical design. MSRP $280.00 State Contract 25% off = $210.00	1	210.00	210.00
Shipping		Shipping	2	110.00	220.00
GRAPHICS LEVEL 4	MHQ Grap...	Graphics patrol No white on vehicle	2	439.99	879.98
Labor GR	MHQ Grap...	Graphics Installation (4 hrs) per Utility	8	72.00	576.00T
AngArm-00339	Angel Armor	Ballistic Panel, Level IIIA. Fits Ford PI Utility 2020 Driver Side	2	999.00	1,998.00
AngArm-00340	Angel Armor	Ballistic Panel, Level IIIA. Fits Ford PI Utility 2020 Passenger Side	2	999.00	1,998.00
Labor NM	MHQ of Ne...	Installation Labor	35	80.00	2,800.00T
Labor NM	MHQ of Ne...	Installation Labor DUI Unit	45	80.00	3,600.00T

Subtotal	$44,172.52
Sales Tax (7.875%)	$549.36
Total	$44,721.88

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Quote

Date	Estimate #
7/30/2020	10092
This quote expires in 90 days	

Name / Address	Ship To
City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-412-5730 iesanchez@ci.santa-fe.nm.us	

Rep	Phone	Fax	Email	Visit our Website	Project
	(505) 821-0667	(505) 821-3530	drottman@mhqnm.com	www.mhqwest.com	2020 Ford Utility LT...

Item	Mfg.	Description	Qty	Price	Total
Parts Sale Only		**Parts Sale Only** Customer: Eric Sanchez Phone: 231-0619 Email Address: iesanchez@ci.santa-fe.nm.us QTY X3 LT 2020 P.I. Utilities State Contract 60-000-15-00032		0.00	0.00T
EMPLBSS148	Soundoff Si...	*** mPower Package Kit Includes Controller *** mPower 48" LED lightbar, Dual color front Red/White Blue/White with 180 degree front scene light and rear amber arrow.	3	2,718.06	8,154.18
ETSA481RSP	Sound Off S...	nERGY™ 400 Series Remote Siren, 10-16v - 100w single speaker *** Included ***	3	0.00	0.00
5344-4L51	Go Rhino	2020 Ford P.I. Utility Push Bumper with 4-Light - Soundoff Signal nForce - Light Not included	3	374.02	1,122.06
ENFRMS3D	Sound Off S...	Enforce 12 Led Red White *** Front Push Bumper Lights ***	6	94.20	565.20
ENFRMS3E	Sound Off S...	Enforce 12 Led Blue White *** Front Push Bumper Lights ***	6	94.20	565.20
ENT3B3D	Sound Off S...	Intersector Surface Mount Light, Black Housing, 18 LEDs, Dual Color - Red/White *** Side Push Bumper Driver light ***	6	178.80	1,072.80
ES100C	Federal Signal	DynaMax 100W High output speaker. Class A.	3	173.25	519.75
ESB-U	Federal Signal	Universal ES100C speaker bracket.	3	22.00	66.00
ETSKLF100	Soundoff Si...	LF Aftershock Siren System, includes: 100 Watt Speaker, 200 Watt Amplifier and Universal Bracket	3	461.40	1,384.20
CC-UV20-L-20	Troy	2020 PI Utility 20" L-Shape Console, 8" Slope, 12" Level	3	382.50	1,147.50

	Subtotal
	Sales Tax (7.875%)
	Total

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Quote

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7/30/2020	10092
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Name / Address	Ship To
City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-412-5730 iesanchez@ci.santa-fe.nm.us	

Rep	Phone	Fax	Email	Visit our Website	Project
	(505) 821-0667	(505) 821-3530	drottman@mhqnm.com	www.mhqwest.com	2020 Ford Utility I.T...

Item	Mfg.	Description	Qty	Price	Total
FP-MXTL2500	Troy	XTL2500 & 5000, APX 6500/7500 05 Head Remote 2.03" x 7.03 x 1.0"	3	0.00	0.00
FP-MXTL5000	Troy	Motorola XTL5000/2500, APX 6500/7500 05 Dash Mount 2.04" x 7.06" x 5.0"	3	0.00	0.00
FP-SO380R	Troy	TROY FP 4" Sound Off 380R Siren Face Plate	3	0.00	0.00
FP-USB-2DC	Troy	2" face plate pre-punched w/ holes for (2) DC outlets & (1) dual-port USB module	3	51.19	153.57
AC-INBHG	Troy	4" internal dual beverage holder. Remove top and use it as 4" open storage compartment.	3	39.38	118.14
AC-PENPRTR-58-FP	Troy	Printer arm rest with 3x9 pad, bolts to floor plate (AC-ARM-BASE, AC-ARM-PED-XL, AC-PENPRTR, AC-FOAM-93)	3	303.19	909.57
CM-SDMT-SL-LED	Troy	Console side ht. adj. mount w/slide arm for docking station	3	360.00	1,080.00
GF1092ITU20	Setina	2020 Ford P.I. Utility Free Standing Weapon Kit	3	156.00	468.00
GK10342USSCAXL	Setina	Dual T-Rail Mount 2 Universal XL #2 Key Override.	3	367.20	1,101.60
TP-20-FDUV-FX	Troy	2020 PI Utility rear partition, square-hole window, driver-side fire ext. compartment	3	442.50	1,327.50
AC-20-UV-HATCH	Troy	2020 PI Utility hatch window screen; Square-hole punched	3	105.75	317.25
PDU-12-5-42-18-001	OPS	Single Drawer Pursuit Vault for PI Utility	3	812.85	2,438.55
PDU-FIU-8-BR2020	OPS	6" High Mounting Bracket for 2020 Ford Interceptor pursuit box	3	138.48	415.44
EMPAK	Soundoff Si...	Rear 6 Module spoiler lights R/A/W & B/A/W Can Flood and Arrow	3	1,087.20	3,261.60
EMPS2STS2B	Sound Off	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Blue	3	100.20	300.60

Subtotal	
Sales Tax (7.875%)	
Total	

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Quote

Date	Estimate #
7/30/2020	10092
This quote expires in 90 days	

Name / Address	Ship To
City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-412-5730 iesanchez@ci.santa-fe.nm.us	

Rep	Phone	Fax	Email	Visit our Website	Project
	(505) 821-0667	(505) 821-3530	drottman@mhqnm.com	www.mhqwest.com	2020 Ford Utility LT...

Item	Mfg.	Description	Qty	Price	Total
EMPS2STS2R	Sound Off	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Red	3	100.20	300.60
PMP2BRK2LPV	Sound Off S...	Stud Mount License Plate Bracket Vertical mount for 4 inch	3	24.00	72.00
EMPS2STS5RBW	SoundOff Si...	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White *** Side Rear Window Lights ***	6	130.20	781.20
PMP2WSSSB	Sound Off	Adjustable 25 to 90 Degrees Window Stud Mount Light 4 Inch Black	6	15.00	90.00
ETFBSANFL	Sound Off S...	Flashback Tail Flasher	3	54.60	163.80
CH27.1.20	911 Circuits	Ch27 Harness with Single Stage Smart Start Timer and 20' Outputs MSRP $1050.00 State Contract 20% = $840.00	3	840.00	2,520.00
DVM800 5 year war...	Digital Ally	DVM-800 in car Video System - includes integrated front facing and driver compartment camera, external 12X zoom camera, and external "backseat" camera w/IR. 5 year Advanced Exchange Warranty*.	3	4,795.00	14,385.00
Shipping		Shipping	3	110.00	330.00
GRAPHICS LEVEL 4	MHQ Grap...	Graphics patrol No white on vehicle	3	440.00	1,320.00
Labor GR	MHQ Grap...	Graphics Installation (4 hrs) per Utility	12	72.00	864.00T
AngArm-00339	Angel Armor	Ballistic Panel, Level IIIA. Fits Ford PI Utility 2020 Driver Side	3	999.00	2,997.00
AngArm-00340	Angel Armor	Ballistic Panel, Level IIIA. Fits Ford PI Utility 2020 Passenger Side	3	999.00	2,997.00
Labor NM	MHQ of Ne...	Installation Labor (35 Hours per unit)	105	80.00	8,400.00T

Subtotal	$61,709.31
Sales Tax (7.875%)	$729.54
Total	$62,438.85

95
2021 GP

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Quote

Date	Estimate #
8/19/2020	10241
This quote expires in 90 days	

Name / Address	Ship To
City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-412-5730 iesanchez@ci.santa-fe.nm.us	

Rep	Phone	Fax	Email	Visit our Website	Project
	(505) 821-0667	(505) 821-3530	drottman@mhqnm.com	www.mhqwest.com	2020 Ford Utility Pa...

Item	Mfg.	Description	Qty	Price	Total
Parts Sale Only		**Parts Sale Only** Customer: Eric Sanchez Phone: 231-0619 Email Address: iesanchez@ci.santa-fe.nm.us QTY 2 Patrol 2020 P.I. Utilities State Contract 60-000-15-00032		0.00	0.00T
EMPLBSS148	Soundoff Si...	*** mPower Package Kit Includes Controller *** mPower 48" LED lightbar, Dual color front Red/White Blue/White with 180 degree front scene light and rear amber arrow.	2	2,718.06	5,436.12
ETSA481RSP	Sound Off S...	nERGY™ 400 Series Remote Siren, 10-16v - 100w single speaker *** Included ***	2	0.00	0.00
5344-4L51	Go Rhino	2020 Ford P.I. Utility Push Bumper with 4-Light - Soundoff Signal nForce - Light Not included	2	374.02	748.04
ENFRMS3D	Sound Off S...	Enforce 12 Led Red White *** Front Push Bumper Lights ***	4	94.20	376.80
ENFRMS3E	Sound Off S...	Enforce 12 Led Blue White *** Front Push Bumper Lights ***	4	94.20	376.80
ENT3B3D	Sound Off S...	Intersector Surface Mount Light, Black Housing, 18 LEDs, Dual Color - Red/White *** Side Push Bumper Driver light ***	4	178.80	715.20
ES100C	Federal Signal	DynaMax 100W High output speaker. Class A.	2	173.25	346.50
ESB-U	Federal Signal	Universal ES100C speaker bracket.	2	22.00	44.00
ETSKLF100	Soundoff Si...	LF Aftershock Siren System, includes: 100 Watt Speaker, 200 Watt Amplifier and Universal Bracket	2	461.40	922.80
CC-UV20-L-20	Troy	2020 PI Utility 20" L-Shape Console, 8" Slope, 12" Level	2	382.50	765.00

	Subtotal
	Sales Tax (7.875%)
	Total

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5601 Balloon Fiesta Pkwy
Suite C
Albuquerque, NM 87113

MHQ OF NEW MEXICO
VEHICLES ■ EQUIPMENT ■ GEAR
A DIVISION OF DON CHALMERS FORD

Quote

Date	Estimate #
8/19/2020	10241
This quote expires in 90 days	

Name / Address	Ship To
City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-412-5730 iesanchez@ci.santa-fe.nm.us	

Rep	Phone	Fax	Email	Visit our Website	Project
	(505) 821-0667	(505) 821-3530	drottman@mhqnm.com	www.mhqwest.com	2020 Ford Utility Pa...

Item	Mfg.	Description	Qty	Price	Total
FP-MXTL2500	Troy	XTL2500 & 5000, APX 6500/7500 05 Head Remote 2.03" x 7.03 x 1.0"	2	0.00	0.00
FP-MXTL5000	Troy	Motorola XTL5000/2500, APX 6500/7500 05 Dash Mount 2.04" x 7.06" x 5.0"	2	0.00	0.00
FP-ETSA481	Troy	Face Plate for a ETSA480 Series Soundoff Remote Mount	2	0.00	0.00
FP-USB-2DC	Troy	2" face plate pre-punched w/ holes for (2) DC outlets & (1) dual-port USB module	2	51.19	102.38
AC-INBHG	Troy	4" internal dual beverage holder. Remove top and use it as 4" open storage compartment.	2	39.38	78.76
AC-PENPRTR-58-FP	Troy	Printer arm rest with 3x9 pad, bolts to floor plate (AC-ARM-BASE, AC-ARM-PED-XL, AC-PENPRTR, AC-FOAM-93)	2	303.19	606.38
CM-SDMT-SL-LED	Troy	Console side lit. adj. mount w/slide arm for docking station	2	360.00	720.00
GK10342USSCAXL	Setina	Dual T-Rail Mount 2 Universal XL #2 Key Override. For Sedans or mid size SUV Vehicles.	2	367.20	734.40
35-20045	Westin	2020 Ford Utility Front Defender Partition	2	939.96	1,879.92
TP-20-FDUV-FX	Troy	2020 PI Utility rear partition, square-hole window, driver-side fire ext. compartment	2	442.50	885.00
WG-20-FDUV-SET	Troy	2020 PI Utility driver/passenger side window guards, welded bars, vertical design.	2	223.50	447.00
AC-20-UV-HATCH	Troy	2020 PI Utility hatch window screen; Square-hole punched	2	105.75	211.50
PDU-12.5-42-18-001	OPS	Aluminum Pursuit Cargo Drawer Unit 12.5"H x 42"W x 18"D with Single Drawer	2	1,270.46	2,540.92
PDU-FIU-8-BR2020	OPS	6" High Mounting Bracket for 2020 Ford Interceptor pursuit box	2	138.48	276.96
ENFTCDGS1206	Sound Off S...	Rear Light Bar Dual Color 6 Module Red/Amber Blue/Amber	2	642.605	1,285.21

	Subtotal
	Sales Tax (7.875%)
	Total

MHQ of New Mexico
5601 Balloon Fiesta Pkwy
Suite C
Albuquerque, NM 87113

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Quote

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8/19/2020	10241
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Name / Address	Ship To
City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-412-5730 iesanchez@ci.santa-fe.nm.us	

Rep	Phone	Fax	Email	Visit our Website	Project
	(505) 821-0667	(505) 821-3530	drottman@mhqnm.com	www.mhqwest.com	2020 Ford Utility Pa...

Item	Mfg.	Description	Qty	Price	Total
EMPS2STS2B	Sound Off	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Blue	2	100.20	200.40
EMPS2STS2R	Sound Off	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Red	2	100.20	200.40
PMP2BRK2LPV	Sound Off S...	Stud Mount License Plate Bracket Vertical mount for 4 inch	2	24.00	48.00
EMPS2STS5RBW	SoundOff Si...	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White *** Side Rear Window Lights ***	4	130.20	520.80
PMP2WSSSB	Sound Off	Adjustable 25 to 90 Degrees Window Stud Mount Light 4 Inch Black	4	15.00	60.00
ETFBSANFL	Sound Off S...	Flashback Tail Flasher	2	54.60	109.20
CH15.1.20	911 Harness	Ch15 with Single Stage Timer, and 20' Outputs	2	608.00	1,216.00
RAM-B-348-A237U	Ram Mounts	RAM 1/4-20 Male Camera Threaded Base, Short Double Socket Arm and 1/4-20 Female Treaded Base	2	47.60	95.20
BEE-III	MPH Inc	BEE III is the most compact radar available. It has the smallest detachable display, while retaining larger multicolored windows. BEE III is also waterproof and has the smallest antenna. Both pieces can be mounted anywhere in the patrol vehicle	2	2,495.00	4,990.00
DVM800 5 year war...	Digital Ally	DVM-800 in car Video System - includes integrated front facing and driver compartment camera, external 12X zoom camera, and external "backseat" camera w/IR. 5 year Advanced Exchange Warranty*.	2	3,995.00	7,990.00

	Subtotal
	Sales Tax (7.875%)
	Total

MHQ of New Mexico
5601 Balloon Fiesta Pkwy
Suite C
Albuquerque, NM 87113

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Quote

Date	Estimate #
8/19/2020	10241
This quote expires in 90 days	

Name / Address	Ship To
City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-412-5730 iesanchez@ci.santa-fe.nm.us	

Rep	Phone	Fax	Email	Visit our Website	Project
	(505) 821-0667	(505) 821-3530	drottman@mhqnm.com	www.mhqwest.com	2020 Ford Utility Pa...

Item	Mfg.	Description	Qty	Price	Total
Shipping		Shipping	2	110.00	220.00
GRAPHICS LEVEL 4	MHQ Grap...	Graphics patrol No white on vehicle	2	440.00	880.00
Labor GR	MHQ Grap...	Graphics Installation (4 hrs) per Utility	8	72.00	576.00T
AngArm-00339	Angel Armor	Ballistic Panel, Level IIIA. Fits Ford PI Utility 2020 Driver Side	2	999.00	1,998.00
AngArm-00340	Angel Armor	Ballistic Panel, Level IIIA. Fits Ford PI Utility 2020 Passenger Side	2	999.00	1,998.00
Labor NM	MHQ of Ne...	Installation Labor (36 Hours per unit)	72	80.00	5,760.00T

Subtotal	$46,361.69
Sales Tax (7.875%)	$498.96
Total	$46,860.65

GSD/PD (Rev. 04/19)

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000015546
Kustom Signals, Inc.
9652 Loiret Boulevard
Lenexa, KS 66219

Email: sales@kustomsignals.com
Phone# (800) 458-7866

Price Agreement Number: **60-000-15-00032**

Price Agreement Amendment No.: **Nine**

Term: **March 21, 2016 – March 22, 2021**

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested

Procurement Specialist: **Amber Sanchez**

Telephone No.: **(505) 827-0554**

Email: **Amber.Sanchez2@state.nm.us**

Title: **Police Vehicle Equipment**

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, Vendor (AI) Kustom Signals, Inc. has made the following changes:

Item #	Description	Previous Model	New Model	Current Price	New Price
001	In-Vehicle Camera (with wireless downloading capability)	G3 Vision	Eyewitness HD	$4,819.00	$5,258.00
002	In-Vehicle Camera (with-out wireless downloading capability)	G3 Vision	Eyewitness HD	$4,569.00	$4,878.00

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

Valerie Powell for

Date: 5/13/20

Item #	Approx. Quantity	Unit	Description	Prices			
1		Each	Complete Computer stand, console mounted	Price			
			AA-Advanced Comm	$ 150.83			
			AD-Code 3 Service, LLC	$ 396.00			
			AE-Higher Power Solutions - Havis #67107	$ 250.00			
			AF-MHQ of New Mexico	$ 420.00			
			AH-Grants & Technology Veterans, LLC	$ 186.00			
			AK-New Mexico Emergency products, LLC - #CM-____-SL-LED	$ 388.80			
			AN-West Mesa Auto Craft	$ 433.76			
			AO-Wireless Advanced Communications	$ 342.96			
2		Each	Sedans: Complete free standing computer stand for:	Ford	Chevrolet	Dodge	Other
			AA-Advanced Comm	$ 663.13	$ 644.39	$ 626.54	
			AD-Code 3 Service, LLC	$ 396.00	$ 396.00	$ 396.00	$396.00 Impala
			AE-Higher Power Solutions - Havis #7759	$ 600.00	$ 600.00	$ 600.00	$600.00
			AF-MHQ of New Mexico	$ 420.00	$ 420.00	$ 420.00	
			AH-Grants & Technology Veterans, LLC	$ 393.00	$ 399.00	$ 376.20	N/A
			AK-New Mexico Emergency products, LLC, Ford, Troy #CM-PSPI-SL-LED, Chevy, Troy #CM-PSCP-SL-LED, Dodge, Troy #CM-PSCH-SL-LED	$ 453.75	$ 453.75	$ 453.75	
			AN-West Mesa Auto Craft	$ 654.62	$ 637.53	$ 621.25	
			AO-Wireless Advanced Communications	$ 526.61	$ 511.73	$ 497.55	

3		Each	Utility Vehicle: Complete free standing computer stand for:	Ford	Chevrolet	Dodge	Other
			AA-Advanced Comm	$ 644.39	$ 668.15	$ 644.39	
			AD-Code 3 Service, LLC	$ 396.00	$ 396.00	$ 381.70	
			AE-Higher Power Solutions - Havis #7759	$ 600.00	$ 600.00	$ 600.00	$600.00
			AF-MHQ of New Mexico	$ 420.00	$ 420.00	$ 420.00	
			AH-Grants & Technology Veterans, LLC-See attachment 1 for the specifications	$ 393.00	$ 406.80	$ 749.40	N/A
			AK-New Mexico Emergency products, LLC, Ford, Troy #CM-PSUV-SL-LED, Chevy, Troy #CM-TH15-SL-LED	$ 453.75	$ 453.75		
			AN-West Mesa Auto Craft	$ 637.53	$ 659.20	$ 637.53	
			AO-Wireless Advanced Communications	$ 511.73	$ 530.60	$ 511.73	
4		Each	Pick-up Truck: Complete free standing computer stand for:	Ford	Chevrolet	Dodge	Other
			AA-Advanced Comm	$ 644.39	$ 650.05	$ 668.15	
			AD-Code 3 Service, LLC	$ 396.00	$ 396.00	$ 314.60	
			AE-Higher Power Solutions - Havis #7759	$ 600.00	$ 600.00	$ 600.00	$600.00
			AF-MHQ of New Mexico	$ 420.00	$ 420.00	$ 420.00	
			AH-Grants & Technology Veterans, LLC-See attachment 1 for the specifications	$ 379.80	$ 406.80	$ 409.20	N/A
			AK-New Mexico Emergency products, LLC, Ford, Troy #CM-F15-SL-LED, Chevy, Troy #CM-SILV-SL-LED, Dodge, Troy #CM-PSDR-SL-LED	$ 453.75	$ 453.75	$ 453.75	
			AN-West Mesa Auto Craft	$ 642.69	$ 659.20	$ 621.25	
			AO-Wireless Advanced Communications	$ 511.73	$ 530.60	$ 497.55	

6		Each	Utility Vehicle: Console with 12" slope, 6" mounting at level area – snaps onto OEM side panels, relocate Bluetooth option USB/Aux, works with low-profile accessories. Must be able to mount to OEM floor plate.				
			Includes: 4" faceplate for radio, 2" repeater faceplate, blanks and console mount, controller faceplate, external cup holder, metal storage tray to be 4" with a 1.75" depth, 2" faceplate for three (3) – 12V outlets				
			Complete utility console for:	Ford	Chevrolet	Dodge	Other
			AA-Advanced Comm: $356.58 additional for metal storage tray, dual cup holders, faceplates for 12V outlets, armrest, maplight	$ 356.53	$ 384.64	$ 392.10	
			AD-Code 3 Service, LLC	$ 294.80	$ 369.00	$ 369.60	
			AE-Higher Power Solutions	$ 900.00	$ 900.00	$ 900.00	$900.00
			AF-MHQ of New Mexico	$ 375.00	$ 375.00	$ 375.00	
			AH-Grants & Technology Veterans, LLC-See attachment 1 for the specifications	$ 648.00			
			AK-New Mexico Emergency products, LLC, Ford #CC-UV-L-18, Chevy #CC-F-THOS-22 wide body, 22"	$ 427.50	$ 566.25		
			AN-West Mesa Auto Craft	$ 700.19	$ 725.82	$ 732.61	
			AO-Wireless Advanced Communications	$ 283.12	$ 305.46	$ 311.37	

7		Each	Pick-up Truck: Wide body console, fills space seat to seat, 8" slope, 12" mounting at level area - Must be able to mount to OEM floor plate.					
			Includes: 4" faceplate for radio, 2" repeater faceplate, Controller faceplate, Console mount floorplate, Metal storage tray to be 4" with a 1.75" depth, Dual internal cup holders 2" faceplate for three (3) – 12V outlets Complete pick-up console for:		Ford	Chevrolet	Dodge	Other
			AA-Advanced Comm: $356.58 additional for metal storage tray, dual cup holders, faceplates for 12V outlets, armrest, maplight	$	516.58	$ 548.11	$ 530.81	
			AD-Code 3 Service, LLC	$	369.60	$ 369.60	$ 258.50	
			AE-Higher Power Solutions	$	900.00	$ 900.00	$ 900.00	$900.00
			AF-MHQ of New Mexico	$	487.50	$ 487.50	$ 487.50	
			AH-Grants & Technology Veterans, LLC-See attachment 1 for the specifications	$	877.20	$ 657.00	$1,061.40	N/A
			AK-New Mexico Emergency products, LLC, Ford #CC-WBOS-20, 20" wide body, open storage	No Bid				
			AN-West Mesa Auto Craft	$	846.11	$ 859.08	$ 850.64	
			AO-Wireless Advanced Communications	$	410.23	$ 435.26	$ 414.17	

8	Each	Modems:	Manufacturer:	Price	
		AA-Advanced Comm	Sierra Wireless	$ 999.00	
		AD-Code 3 Service, LLC	Option International	$ 509.00	
		AE-Higher Power Solutions	Omnivations	$ 750.00	
		AF-MHQ of New Mexico		N/A	
		AH-Grants & Technology Veterans, LLC	Cradlepoint, IBR600LPE-VZ or IBR600LPE-AT&T	$ 573.00	
		AK-New Mexico Emergency products, LLC	CDW-G Electronics - List	10%	
		AN-West Mesa Auto Craft		No Bid	
		AO-Wireless Advanced Communications		No Bid	
9	Each	Antenna for modems	Price		
		AA-Advanced Comm	$ 65.00		
		AD-Code 3 Service, LLC	No Bid		
		AE-Higher Power Solutions	$ 120.00		
		AF-MHQ of New Mexico	$ 425.00		
		AH-Grants & Technology Veterans, LLC - AP-CCWW-Q-S2222-RP34-BL	$ 179.00		
		AK-New Mexico Emergency products, LLC	No Bid		
		AN-West Mesa Auto Craft	No Bid		
		AO-Wireless Advanced Communications	No Bid		

MOTOROLA SOLUTIONS

QUOTE-1320571

Billing Address:
SANTA FE, CITY OF
200 LINCOLN AVE
SANTA FE, NM 87504
US

Quote Date:08/11/2020
Expiration Date:09/23/2020
Quote Created By:
Manny Barreras
manny.barreras@
motorolasolutions.com

End Customer:
SANTA FE, CITY OF
Ryan Campion
racampion@santafenm.gov
+1.505.827.3931

Contract: 32763 - STATE OF NM-00014AJ

Line #	Item Number	Description	Qty	List Price	Disc $	Sale Price	Ext. Sale Price
1	M22KSS9PW1AN	APX4500 VHF MOBILE	7	$1,564.00	$513.62	$1,050.38	$7,352.66
1a	G24AX	ENH: 3 YEAR ESSENTIAL SVC	7	$137.55	$0.00	$137.55	$962.85
1b	GA00804AA	ADD: APX O2 CH (GREY)	7	$492.00	$161.57	$330.43	$2,313.01
1c	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	7	$0.00	$0.00	$0.00	$0.00
1d	G444AH	ADD: APX CONTROL HEAD SOFTWARE	7	$0.00	$0.00	$0.00	$0.00
1e	G296AF	ADD:1/4 WAVE WHIP ROOF TOP 136-144	7	$13.50	$4.43	$9.07	$63.49
1f	W22BA	ADD: STD PALM MICROPHONE APX	7	$72.00	$23.64	$48.36	$338.52
1g	G142AD	ADD: NO SPEAKER APX	7	$0.00	$0.00	$0.00	$0.00
1h	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT)	7	$0.00	$0.00	$0.00	$0.00
1i	G66AW	ADD: DASH MOUNT O2 CH WWM	7	$125.00	$41.05	$83.95	$587.65
1j	Q811BU	ADD: SOFTWARE P25 CONVENTIONAL	7	$650.00	$213.46	$436.54	$3,055.78

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Line #	Item Number	Description	Qty	List Price	Disc $	Sale Price	Ext. Sale Price
2	M22URS9PW1AN	APX4500 7/800 MHZ MOBILE	1	$1,564.00	$513.62	$1,050.38	$1,050.38
2a	G24AX	ENH: 3 YEAR ESSENTIAL SVC	1	$137.55	$0.00	$137.55	$137.55
2b	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	1	$0.00	$0.00	$0.00	$0.00
2c	G142AD	ADD: NO SPEAKER APX	1	$0.00	$0.00	$0.00	$0.00
2d	QA02756AD	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	1	$1,570.00	$515.59	$1,054.41	$1,054.41
2e	GA00804AA	ADD: APX O2 CH (GREY)	1	$492.00	$161.57	$330.43	$330.43
2f	G444AH	ADD: APX CONTROL HEAD SOFTWARE	1	$0.00	$0.00	$0.00	$0.00
2g	W484AG	ALT: ANT 3DB GAIN 762-870MHZ	1	$38.00	$12.48	$25.52	$25.52
2h	W22BA	ADD: STD PALM MICROPHONE APX	1	$72.00	$23.64	$48.36	$48.36
2i	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT)	1	$0.00	$0.00	$0.00	$0.00
2j	G66AW	ADD: DASH MOUNT O2 CH WWM	1	$125.00	$41.05	$83.95	$83.95

Subtotal $25,376.90

Total Discount Amount $7,972.34

Grand Total $17,404.56(USD)

Notes:

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- **PLEASE BE ADVISED:** Motorola Solutions is moving towards being more environmentally green and emailing invoices. You may receive an email invoice instead of a mailed invoice, depending on the purchase. In addition, the invoice may have a new address for submitting payments. If you have any questions or would like to change where your electronic invoices will be delivered, please contact your credit analyst or dial 800-422-4210.

- This quote contains items with approved price exceptions applied against them.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

GSD/PD (Rev. 01/11)

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor **0000013468** **Motorola Solutions, Inc.** **7237 Church Ranch Road Blvd, Suite 406** **Westminister, CO 80021** **Attn: Manny Barreras** Telephone No. (505) 850-8194

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: **70-000-16-00014AJ**

Price Agreement Amendment No.: **Six**

Term: **November 04, 2016 – November 04, 2020**

Procurement Specialist: Debra Saiz DS

Telephone No.: (505) 827-0521

Title: **Communications, Radio Equipment, Parts, Accessories and Related Services**

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.

- **Add the attached product category and discount percentage rate.**
- **Extend the Term of the Agreement from November 4, 2018 to November 4, 2020**

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: 10/31/2018

State of New Mexico
General Services Department
Purchasing Division
NM State Contract 70-000-16-00014

No.	Manufacturer	Product Category	APC	Item	Short Description	Discount
1	Motorola	CAD	472	Equipment	Spillman Flex Equipment and 3rd Party Products	0%
2	Motorola	CAD	473	Services	Spillman Flex Services	0%
3	Motorola	CAD	789	Software	Spillman Flex Software	0%
4	Motorola	CAD	797	Services	Spillman Flex Support Services	15%

Jackson Creek Manufacturing Inc.

P.O. Box 37
206 Bingham Industrial Dr.
Denton, NC 27239-7795

Quote

Date	Quote #
8/24/2020	13340

Name / Address	Ship To
City of Santa Fe Animal Control 2515 Camina Entrada Santa Fe, NM 87508	Moriarty Pipe and Iron c/o Larry (505) 832-9488 201 Vassar South Ave. Moriarty, NM 87035

Terms	Rep	Project
Net 30	WB	

Item	Description	Qty	Cost	Total
CM17L	DIAMOND DELUXE Chassis Mount Animal Control Unit for Long Bed, Full Size Truck, 56" Cab to Axle; ***Requires Factory Rear Camera to meet Federal Standards****	1	9,775.00	9,775.00T
SafetyDoor	Safety Door (entire unit)	1	915.00	915.00T
Fresh Air Delivery...	Fresh Air Delivery System	1	600.00	600.00T
Misc. Custom Sales	Repeat Customer Discount	1	-565.00	-565.00T
Shipping	Shipping Charges	1	2,080.00	2,080.00
	Quote is Valid for 30 (Thirty) Days* ***Delivery 90-120 (Ninety-One Hundred Twenty) Days ARO**** Jackson Creek Mfg., Inc. P.O. Box 37 Denton, NC 27239 PH# 888.221.7823 FAX# 336.859.4562 Contact: Warren Brown, wbrown@jacksoncreekmfg.com ******Jackson Creek Mfg., Inc. is a NATM certified trailer manufacturer******* ******All Truck Body Installations Meet FMVSS 111 Requirements*******			
	Out-of-state sale, exempt from sales tax		0.00%	0.00
			Total	$12,805.00

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 10/05/20
FOR CITY COUNCIL MEETING OF 10/14/20

e) Request for approval of a Budget Adjustment Resolution (BAR) to the Public Utilities Wastewater Division to cover the negative balance in Professional Contracts 5000361.510300 in the amount of $70,000.00 (Mike Dozier, Wastewater Division Director, mldozier@santafenm.gov, 955-4642)

COMMITTEE REVIEW:
Finance Committee (Scheduled) 10/05/2020
Governing Body (Scheduled) 10/14/2020

FINANCE COMMITTEE ACTION:
Approved on Discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

9-19-20

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 09/29/2020

ISSUE NO. 8G

Request for approval of a Budget Adjustment Resolution (BAR) to the Public Utilities Wastewater Division to cover the negative balance in Professional Contracts 5000361.510300 in the amount of $70,000.00 (Mike Dozier, Wastewater Division Director,mldozier@santafenm.gov,955-4642)

COMMITTEE	**REVIEW:**
Finance Committee (Scheduled)	10/05/2020
Governing Body (Scheduled)	10/14/2020

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Signe Lindell. Approved to forward to 10/05/2020 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: September 14, 2020

TO: Public Utilities\Public Works; Finance Committees'

VIA: Shannon Jones, Public Utilities Department Director SJ

FROM: Michael Dozier, Wastewater Division Director MD

Item and Issue:
The Public Utilities Department is seeking approval of a BAR in the amount of $70,000 to cover the negative balance in Professional Contracts 5000361.510300.

Background and Summary:
The Public Utilities Department contracts a Financial Consultant to oversee the Utility Rate Structure for future years with relation to planned improvements and projects currently underway at the facility. Current fiscal year rates have increased due to added information processing needs. The Wastewater Division is requesting a BAR to be taken from Cash and put into 5000361.510300 to cover the negative balance and to allow the Division to utilize the budgeted funds in the other Contractual Services categories.

Action Requested:
Approval of a BAR from Public Utilities/Wastewater Division cash balances to cover the increase in Financial Consulting in the amount of $70,000.

Log # *{Finance use only}*:	
Batch # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
PUD/Waste Water	9/10/2020

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Professional Contracts	5000361	510300		70,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 70,000	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Budget Increase from Cash Balance in WWMD Enterprise Fund for to fund

for Contract for NM One Call and negative balance

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(70,000)
TOTAL:	**(70,000)**

Maya Martinez 9/10/2020
Prepared By *{print name}* Date

Michael Dozier (Sep 10, 2020 08:59 MDT)
Division Director Signature *{optional}* Date

Shannon Jones (Sep 10, 2020 09:01 MDT)
Department Director Signature Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins Digitally signed by Andy Hopkins Date: 2020.09.10 12:39:17 -06'00'
Budget Officer Date

N/A
Finance Director *{≤ $5,000}* Date

N/A
City Manager *{≤ $60,000}* Date

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 10/05/20
FOR CITY COUNCIL MEETING OF 10/14/20

f) Request Approval of a Budget Adjustment Resolution (BAR) for Public Utilities Department to fund vacant positions through the 2020/2021 fiscal year in the total amount of $2,940,219.85 across 12 Public Utilities sections. (Shannon Jones, Public Utilities Director, swjones@santafenm.gov)

FINANCE COMMITTEE ACTION:
Approved on Discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

9-19-20

City of Santa Fe, New Mexico

Memo

DATE: September 24, 2020

TO: Public Works /Public Utilities Committee, Finance Committee, and City Council

FROM: Shannon Jones, Public Utilities Department Director

ITEM

Request Approval of Budget Increases for Public Utilities Department to fund vacant positions through the 2020/2021 fiscal year.

Wastewater (Fund 500)	ORG #	Budget Increase	# of positions
Collections	5000362	**$519,009.66**	9
Engineering	5000363	**$74,222.02**	1
Composting	5000366	**$55,316.71**	1
Water Reclamation Facility	50000367	**$536,616.31**	8
Water (Fund 505)	ORG #	Budget Increase	# of positions
Water Resources	5050382	**$172,333.05**	2
Source of Supply	5050385	**$216,257.62**	3
Transmission and Distribution	505386	**$423,279.85**	6
Environmental Services (Fund 510)	ORG #	Budget Increase	# of positions
Operation Admin	5100331	**$488,589.69**	7
Commercial Refuse	5100332	**$118,938.39**	2
Recycling	5100334	**$127,895.72**	2
Residential Refuse	5100335	**$127,895.72**	2
Utility Billing (Fund 511)	ORG #	Budget Increase	# of positions
Customer Service	5110351	**$79,865.09**	1

BACKGROUND

Due to uncertainties in the economic impact of the Covid-19 pandemic, Public Utilities took a conservative approach to funding vacancies during the development of the approved FY 20/21 Operating Budget. The Department's intent was to monitor revenues and pandemic developments, and bring forth a recommended increase if and when the recommendation could be defended and supported. A list of "Current Unfunded" positions is attached below.

DISCUSSION

Over the last six months Public Utilities has closely monitored billing levels. As exhibited in Figure 1 below, Public Utilities has seen increases to monthly billing in six of the first seven months of the year compared to the same months in 2019.

In addition to month to month comparison, Figure 2 below shows cumulative billing in 2020 compared to the same period in 2019. The total amount billed has increased by 3.4% through the first seven months of 2020, as compared to 2019. Even with the outstanding revenues for some residential accounts, this growth places us in a firm situation to fund the outstanding positions in our normal POL.

The revenues show that the Public Utilities Department is operating at full capacity, but with limited staff. This is impacting our ability to deliver quality services in a safe manner. Further, without adequate staff to maintain equipment, we could be causing unnecessary and early wear, and unsafe operating conditions. Further, with increased demand for residential services we need to have adequate professional staff to deliver our special programs and public information.

Funding all the positions available does not mean that they will all be filled. Public Utilities will continue to monitor conditions, revenues, and needs during the COVID-19 crisis, and fill positions judiciously.

REQUEST

Request Approval of Budget Increases for Public Utilities Department Division to fund vacant positions through the 2020/2021 fiscal year. Funding for these increase is available in cash within each of the funds.

ATTACHMENTS

- Table 1: Current Unfunded Position List
- Figure 1 2019/2020 month to month billing comparison
- Figure 2 2019/2020 cumulative billing comparison
- Figure 3 2019/2020 month to month Gross Receipts Tax (GRT)
- Budget Adjust Request Forms (12 total)

Table 1: Current Unfunded Positions

E1 Pos #	MUNIS Dept	MUNIS Div	Munis-Org	Status	Position Title	Hourly Rate	9 Month Cost Salary/Benefits
1333	PU	WWD	5000362	VACANT/UNFUNDED	FIELD OPERATOR BASIC	18.227	$57,130.84
1338	PU	WWD	5000362	VACANT/UNFUNDED	FIELD OPERATOR BASIC	18.227	$57,130.84
1339	PU	WWD	5000362	VACANT/UNFUNDED	FIELD OPERATOR BASIC	18.227	$57,130.84
1345	PU	WWD	5000362	VACANT/UNFUNDED	FIELD OPERATOR BASIC	18.227	$57,130.84
1347	PU	WWD	5000362	VACANT/UNFUNDED	FIELD OPERATOR BASIC	18.227	$57,130.84
1349	PU	WWD	5000362	VACANT/UNFUNDED	FIELD OPERATOR BASIC	18.227	$57,130.84
1353	PU	WWD	5000362	VACANT/UNFUNDED	FIELD OPERATOR BASIC	18.227	$57,130.84
1348	PU	WWD	5000362	VACANT/UNFUNDED	FIELD OPERATOR LEAD	20.550	$61,962.96
1361	PU	WWD	5000363	VACANT/UNFUNDED	ENGINEER ASSOCIATE	26.930	$74,222.02
1987	PU	WWD	5000366	VACANT/UNFUNDED	LABORER	17.359	$55,316.71
1320	PU	WWD	5000367	VACANT/UNFUNDED	WASTE OPERATOR ADVANCED	24.426	$70,035.93
1359	PU	WWD	5000367	VACANT/UNFUNDED	WASTE OPERATOR ENTRY	17.359	$55,316.71
1312	PU	WWD	5000367	VACANT/UNFUNDED	WASTE OPERATOR LEAD	28.276	$78,054.75
1324	PU	WWD	5000367	VACANT/UNFUNDED	WASTE OPERATOR LEAD	28.276	$78,054.75
1310	PU	WWD	5000367	VACANT/UNFUNDED	WWM EQUIPMENT SPECIALIST	18.227	$57,124.59
2307	PU	WWD	5000367	VACANT/UNFUNDED	WWM EQUIPMENT SPECIALIST	18.227	$57,124.59
1309	PU	WWD	5000367	VACANT/UNFUNDED	WWM EQUIPMENT SPECIALIST SR.	19.138	$59,022.03
1306	PU	WWD	5000367	VACANT/UNFUNDED	WWM SHIFT SUPERVISOR	30.114	$81,882.96
513	PU	WTR	5050382	VACANT/UNFUNDED	WATER CONSERVATION MANAGER	34.370	$89,433.78
1576	PU	WTR	5050382	VACANT/UNFUNDED	WATER RESOURCES COORDINATOR	31.174	$82,899.27
1650	PU	WTR	5050385	VACANT/UNFUNDED	EQUIPMENT REPAIRMAN LEAD	28.276	$79,179.57
1818	PU	WTR	5050385	VACANT/UNFUNDED	WATER OPERATOR INTERMEDIATE	23.263	$68,539.03
1913	PU	WTR	5050385	VACANT/UNFUNDED	WATER OPERATOR INTERMEDIATE	23.272	$68,539.03
1848	PU	WTR	5050386	VACANT/UNFUNDED	PIPEFITTER BASIC	21.100	$63,947.86
1666	PU	WTR	5050386	VACANT/UNFUNDED	PIPEFITTER INTERMEDIATE	24.426	$71,007.60
2324	PU	WTR	5050386	VACANT/UNFUNDED	PIPEFITTER ENTRY	14.899	$50,785.68
1662	PU	WTR	5050386	VACANT/UNFUNDED	PIPEFITTER LEAD	25.370	$79,179.57

E1 Pos #	MUNIS Dept	MUNIS Div	Munis-Org	Status	Position Title	Hourly Rate	9 Month Cost Salary/Benefits
1663	PU	WTR	5050386	VACANT/UNFUNDED	PIPEFITTER LEAD	28.276	$79,179.57
1667	PU	WTR	5050386	VACANT/UNFUNDED	PIPEFITTER LEAD	28.276	$79,179.57
1157	PU	ESD	5100331	VACANT/UNFUNDED	HEAVY EQUIPMENT MECHANIC	24.426	$69,788.25
1220	PU	ESD	5100331	VACANT/UNFUNDED	HEAVY EQUIPMENT MECHANIC	24.426	$69,788.25
2366	PU	ESD	5100331	VACANT/UNFUNDED	HEAVY EQUIPMENT MECHANIC	24.426	$69,788.25
2448	PU	ESD	5100331	VACANT/UNFUNDED	HEAVY EQUIPMENT MECHANIC	19.932	$69,788.25
2449	PU	ESD	5100331	VACANT/UNFUNDED	HEAVY EQUIPMENT MECHANIC	24.426	$69,788.25
1809	PU	ESD	5100331	VACANT/UNFUNDED	PUBLIC COMM RELATIONS OFFICER	29.690	$79,865.09
2446	PU	ESD	5100331	VACANT/UNFUNDED	SWM EQUIPMENT OPERATOR	19.138	$59,783.34
1170	PU	ESD	5100332	VACANT/UNFUNDED	SWM EQUIPMENT OPERATOR	16.880	$54,990.53
1234	PU	ESD	5100332	VACANT/UNFUNDED	SWM EQUIPMENT OPERATOR	21.100	$63,947.86
1156	PU	ESD	5100334	VACANT/UNFUNDED	SWM EQUIPMENT OPERATOR	21.100	$63,947.86
1194	PU	ESD	5100334	VACANT/UNFUNDED	SWM EQUIPMENT OPERATOR	21.100	$63,947.86
1166	PU	ESD	5100335	VACANT/UNFUNDED	SWM EQUIPMENT OPERATOR	21.100	$63,947.86
1204	PU	ESD	5100335	VACANT/UNFUNDED	SWM EQUIPMENT OPERATOR	21.100	$63,947.86
76	PU	UCS	5110351	VACANT/UNFUNDED	CUSTOMER SERVICE SUPERVISOR	29.690	$79,865.09
						Total	$2,940,219.85

FIGURE 1

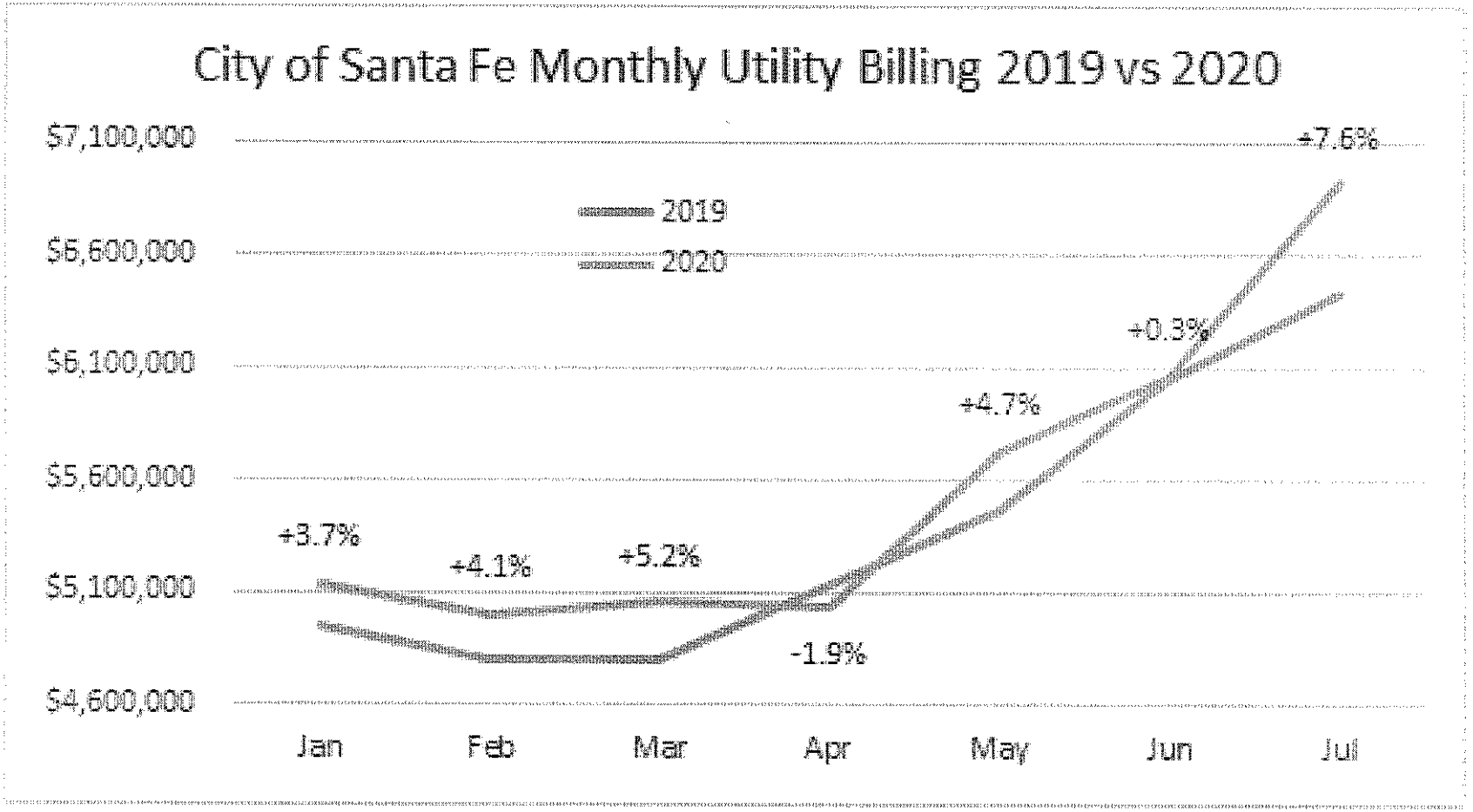

City of Santa Fe Monthly Utility Billing 2019 vs 2020
$7,100,000
$6,600,000
$6,100,000
$5,600,000
$5,100,000
$4,600,000
2019
2020
+3.7%
+4.1%
+5.2%
-1.9%
+4.7%
+0.3%
+7.6%
Jan
Feb
Mar
Apr
May
Jun
Jul

FIGURE 2

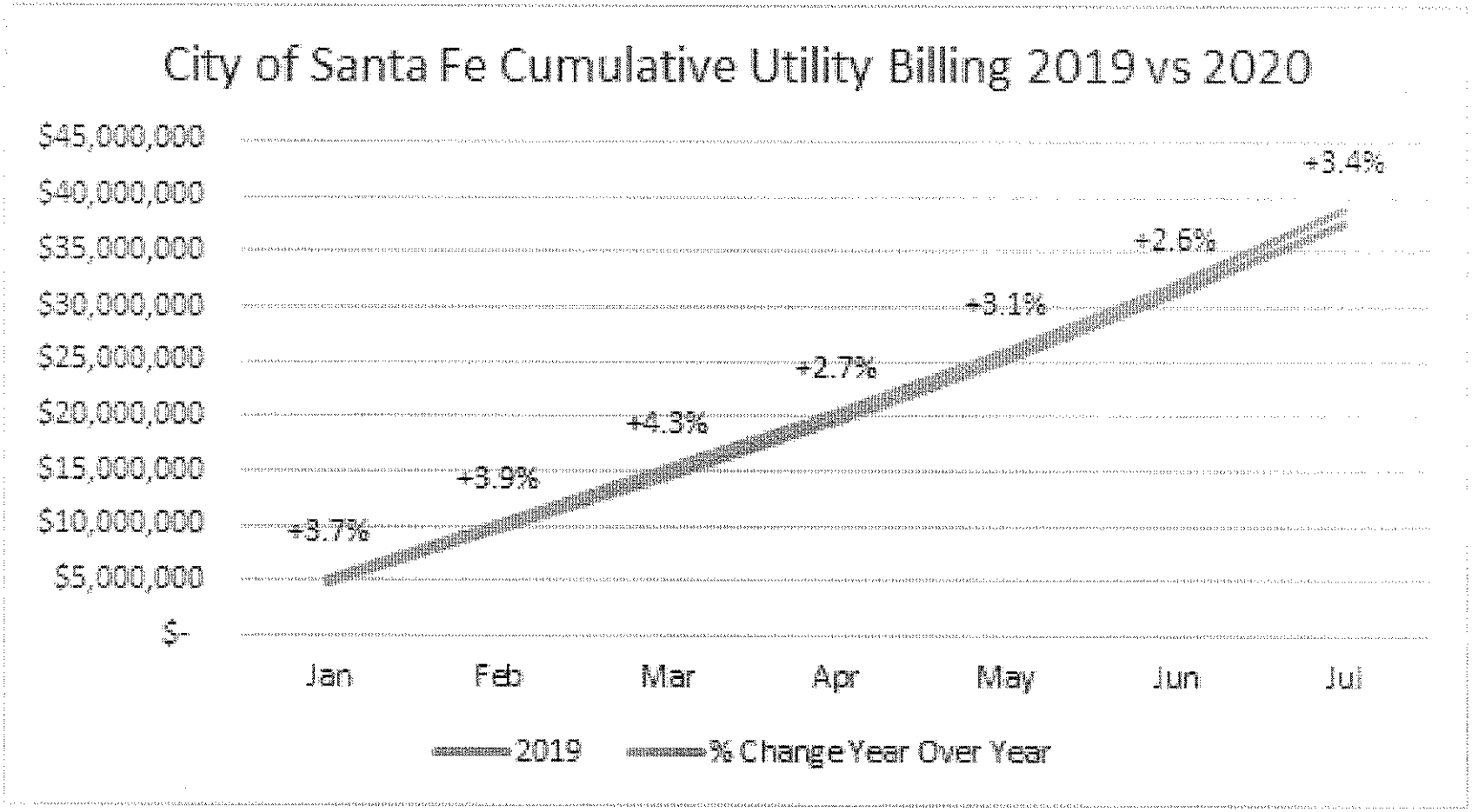
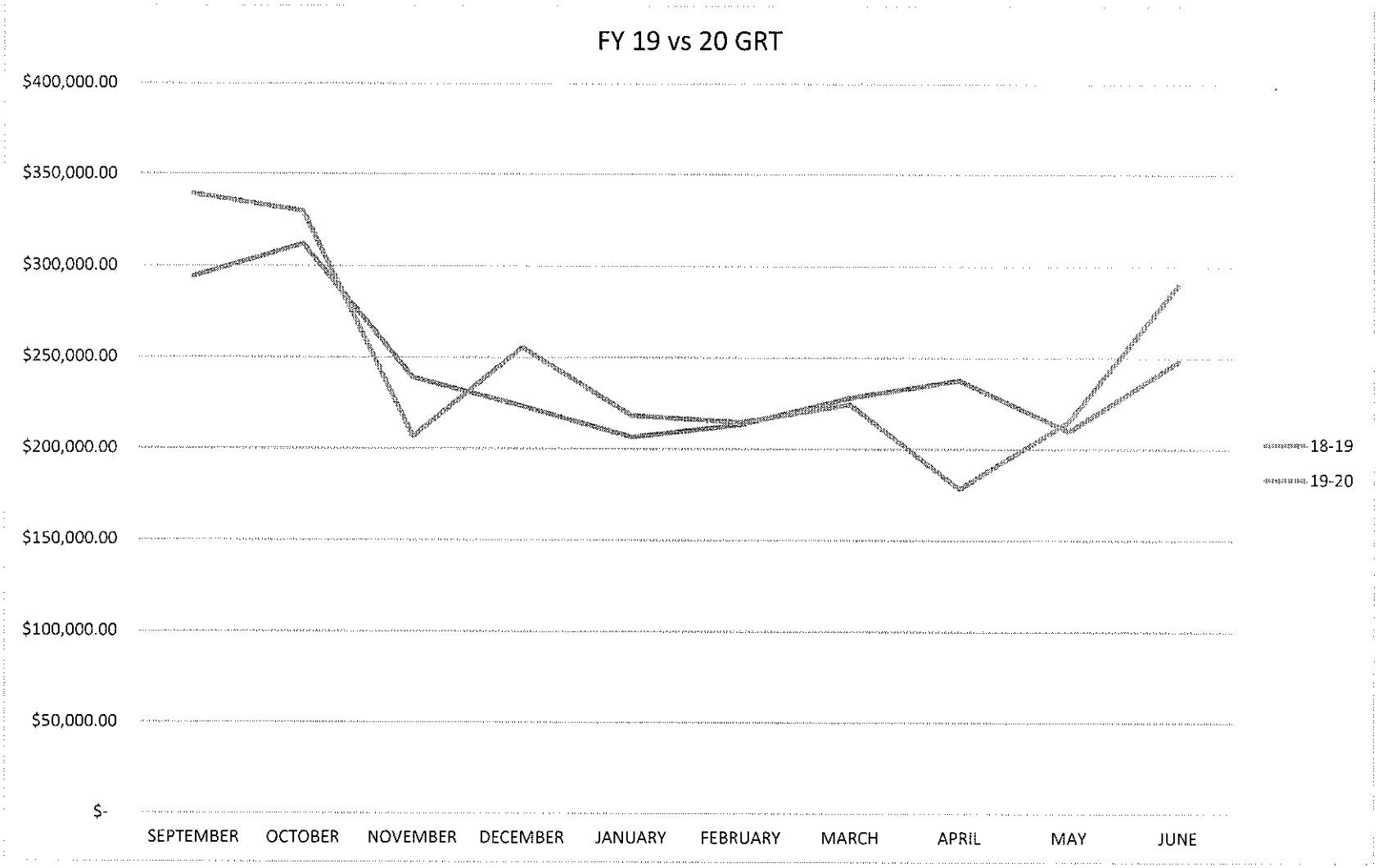

City of Santa Fe Cumulative Utility Billing 2019 vs 2020
$45,000,000
$40,000,000
$35,000,000
$30,000,000
$25,000,000
$20,000,000
$15,000,000
$10,000,000
$5,000,000
$-
Jan
Feb
Mar
Apr
May
Jun
Jul
+3.7%
+3.9%
+4.3%
+2.7%
+3.1%
+2.6%
+3.4%
2019
% Change Year Over Year

FIGURE 3


FY 19 vs 20 GRT
$400,000.00
$350,000.00
$300,000.00
$250,000.00
$200,000.00
$150,000.00
$100,000.00
$50,000.00
$-
SEPTEMBER
OCTOBER
NOVEMBER
DECEMBER
JANUARY
FEBRUARY
MARCH
APRIL
MAY
JUNE
18-19
19-20

Log # *{Finance use only}*:	
Batch # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
PUD/WWMD	9/26/2020

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Salaries	5000362	500110		259,568	
FICA	5000362	503100		19,857	
PERA	5000362	503150		53,309	
HEALTH / LIFE	5000362	503200		167,077	
RHC	5000362	503250		5,191	
WC	5000362	503350		7,221	
DENTAL	5000362	503400		6,786	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 519,010	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Budget Increase from Cash Balance in Waste Water Management Enterprise Fund to fund the Unfunded Frozen positions in WWMD #'s 1333,1337,1338,1339, 1345,1347,1349,1353, 1348

The amount is for 9 positions, 9 months salary and benefits.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(519,010)
TOTAL:	(519,010)

Maya Martinez 9/26/2020
Prepared By *{print name}* Date

Michael Dozier (Sep 29, 2020 14:17 MDT)
Division Director Signature *{optional}* Date

Shannon Jones (Sep 29, 2020 14:11 MDT)
Department Director Signature Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

AJH (Oct 1, 2020 12:02 MDT)
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

Log # *{Finance use only)*:	
Batch # *{Finance use only)*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
PUD/WWMD	9/26/2020

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Salaries	5000363	500110		42,011	
FICA	5000363	503100		3,214	
PERA	5000363	503150		8,628	
HEALTH / LIFE	5000363	503200		18,640	
RHC	5000363	503250		840	
WC	5000363	503350		135	
DENTAL	5000363	503400		754	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 74,222	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Budget Increase from Cash Balance in Waste Water Management Enterprise Fund to fund the Unfunded Frozen positions in WWMD #'s 1361

The amount is for 1 position, 9 months salary and benefits.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(74,222)
TOTAL:	**(74,222)**

Maya Martinez 9/26/2020
Prepared By *{print name}* Date

Michael Dozier (Sep 28, 2020 14:17 MDT)
Division Director Signature *{optional}* Date

Shannon Jones (Sep 28, 2020 14:11 MDT)
Department Director Signature Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

AJH (Oct 1, 2020 12:02 MDT)
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

Log # *{Finance use only}*:	
Batch # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
PUD/WWMD	9/26/2020

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Salaries	5000366	500110		27,080	
FICA	5000366	503100		2,072	
PERA	5000366	503150		5,562	
HEALTH / LIFE	5000366	503200		18,554	
RHC	5000366	503250		542	
WC	5000366	503350		754	
DENTAL	5000366	503400		754	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 55,317	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Budget Increase from Cash Balance in Waste Water Management Enterprise Fund to fund the Unfunded Frozen positions in WWMD #'s 1987

The amount is for 1 position, 9 months salary and benefits.

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(55,317)
TOTAL:	**(55,317)**

Maya Martinez 9/26/2020
Prepared By *{print name}* Date

Michael Dozier (Sep 28, 2020 14:17 MDT)

Division Director Signature *{optional}* Date

Shannon Jones (Sep 29, 2020 14:11 MDT)

Department Director Signature Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

AJH (Oct 1, 2020 12:07 MDT)

Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

Log # *{Finance use only}*:	
Batch # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
PUD/WWMD	9/26/2020

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Salaries	5000367	500110		287,107	
FICA	5000367	503100		21,964	
PERA	5000367	503150		58,965	
HEALTH / LIFE	5000367	503200		148,838	
RHC	5000367	503250		5,742	
WC	5000367	503350		7,969	
DENTAL	5000367	503400		6,032	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 536,616	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Budget Increase from Cash Balance in Waste Water Management Enterprise Fund to fund the Unfunded Frozen positions in WWMD #'s 1320, 1359, 1312, 1324, 1309, 1310, 2307, 1306

The amount is for 8 position, 9 months salary and benefits.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(536,616)
TOTAL:	**(536,616)**

Maya Martinez 9/26/2020
Prepared By *{print name}* Date

Michael Dozier (Sep 28, 2020 14:17 MDT)
Division Director Signature *{optional}* Date

Shannon Jones (Sep 29, 2020 14:11 MDT)
Department Director Signature Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

AJH (Oct 1, 2020 12:02 MDT)
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

Log # *(Finance use only)*:	
Batch # *(Finance use only)*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
PUD/Water	9/26/2020

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*(enter as positive #)*	*(enter as negative #)*
Salaries	5050382	500110		102,249	
FICA	5050382	503100		7,822	
PERA	5050382	503150		20,999	
HEALTH / LIFE	5050382	503200		37,385	
RHC	5050382	503250		2,045	
WC	5050382	503350		325	
DENTAL	5050382	503400		1,508	
REVENUES				*(enter as negative #)*	*(enter as positive #)*
				$ 172,333	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Budget Increase from Cash Balance in Water Divisiont Enterprise Fund to fund

Unfunded Frozen positions in Water Division #'s 513, 1576

The amount is for 2 positions, 9 months salary and benefits.

(Complete section below if BAR results in a net change to ANY Fund)	
Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(172,333)
TOTAL:	(172,333)

Maya Martinez 9/26/2020
Prepared By *(print name)* Date

Division Director Signature *(optional)* Date

Shannon Jones (Sep 29, 2020 14:11 MDT)
Department Director Signature Date

(Use this form for Finance Committee/ City Council agenda items ONLY)

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

AJH (Oct 1, 2020 12:02 MDT)
Budget Officer Date

Finance Director *(≤ $5,000)* Date

City Manager *(≤ $60,000)* Date

Log # *{Finance use only}*:	
Batch # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
PUD/Water	9/26/2020

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Salaries	5050385	500110		116,691	
FICA	5050385	503100		8,927	
PERA	5050385	503150		23,965	
HEALTH / LIFE	5050385	503200		55,866	
RHC	5050385	503250		2,334	
WC	5050385	503350		6,212	
DENTAL	5050385	503400		2,262	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 216,258	$ -

JUSTIFICATION: *{use additional page if needed}*
--Attach supporting documentation/memo

Budget Increase from Cash Balance in Water Divisiont Enterprise Fund to fund

Unfunded Frozen positions in Water Division #'s 1650, 1818, 1913

The amount is for 3 positions, 9 months salary and benefits.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(216,258)
TOTAL:	**(216,258)**

Maya Martinez 9/26/2020
Prepared By *{print name}* Date

{Use this form for Finance Committee/ City Council agenda items ONLY)

AJH (Oct 1, 2020 12:02 MDT)

Budget Officer Date

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Division Director Signature *{optional}* Date

Shannon Jones (Sep 29, 2020 14:11 MDT)

Department Director Signature Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

Log # *(Finance use only)*:	
Batch # *(Finance use only)*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
PUD/Water	9/26/2020

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*(enter as positive #)*	*(enter as negative #)*
Salaries	5050386	500110		226,595	
FICA	5050386	503100		17,334	
PERA	5050386	503150		46,537	
HEALTH / LIFE	5050386	503200		111,693	
RHC	5050386	503250		4,532	
WC	5050386	503350		12,015	
DENTAL	5050386	503400		4,524	
REVENUES				*(enter as negative #)*	*(enter as positive #)*
				$ 423,230	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Budget Increase from Cash Balance in Water Divisiont Enterprise Fund to fund

Unfunded Frozen positions in Water Division #'s 1848, 2324, 1666, 1662, 1663, 1667

The amount is for 6 positions, 9 months salary and benefits.

(Complete section below if BAR results in a net change to ANY Fund)

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(423,230)
TOTAL:	**(423,230)**

Maya Martinez 9/26/2020
Prepared By *(print name)* Date

Division Director Signature *(optional)* Date

Shannon Jones (Sep 29, 2020 14:11 MDT)

Department Director Signature Date

(Use this form for Finance Committee/ City Council agenda items ONLY)

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

AJH
AJH (Oct 1, 2020 12:02 MDT)
Budget Officer Date

Finance Director *(≤ $5,000)* Date

City Manager *(≤ $60,000)* Date

Log # *(Finance use only)*:	
Batch # *(Finance use only)*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
PUD/ESD	9/26/2020

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*(enter as positive #)*	*(enter as negative #)*
Salaries	5100331	500110		266,694	
FICA	5100331	503100		20,402	
PERA	5100331	503150		54,772	
HEALTH / LIFE	5100331	503200		130,322	
RHC	5100331	503250		5,334	
WC	5100331	503350		5,787	
DENTAL	5100331	503400		5,278	
REVENUES				*(enter as negative #)*	*(enter as positive #)*
				$ 488,590	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Budget Increase from Cash Balance in Environmental Services Dept Enterprise Fund to fund

Unfunded Frozen positions in ESD #'s 1157, 1220, 2366, 2448, 2449, 1809, 2446

The amount is for 7 positions, 9 months salary and benefits.

(Complete section below if BAR results in a net change to ANY Fund)

Fund(s) Affected	Fund Balance Increase/(Decrease)
510	(488,590)
TOTAL:	**(488,590)**

Maya Martinez 9/26/2020
Prepared By *(print name)* Date

Shirlene Sitton
Shirlene Sitton (Sep 29, 2020 12:52 MDT)
Division Director Signature *(optional)* Date

Shannon Jones (Sep 29, 2020 14:31 MDT)
Department Director Signature Date

(Use this form for Finance Committee/ City Council agenda items ONLY)

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

AJH
AJH (Oct 1, 2020 12:02 MDT)
Budget Officer Date

Finance Director *(≤ $5,000)* Date

City Manager *(≤ $60,000)* Date

Log # *{Finance use only}*:	
Batch # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
PUD/ESD	9/26/2020

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Salaries	5100332	500110		59,249	
FICA	5100332	503100		4,533	
PERA	5100332	503150		12,168	
HEALTH / LIFE	5100332	503200		37,137	
RHC	5100332	503250		1,185	
WC	5100332	503350		3,159	
DENTAL	5100332	503400		1,508	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 118,938	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Budget Increase from Cash Balance in Environmental Services Dept Enterprise Fund to fund Unfunded Frozen positions in ESD #'s 1170, 1234

The amount is for 2 positions, 9 months salary and benefits.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
510	(118,938)
TOTAL:	**(118,938)**

Maya Martinez 9/26/2020
Prepared By *{print name}* Date

Shirlene Sitton (Sep 29, 2020 12:52 MDT)

Division Director Signature *{optional}* Date

Shannon Jones (Sep 29, 2020 14:31 MDT)

Department Director Signature Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

AJH
AJH (Oct 1, 2020 12:02 MDT)

Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

Log # *{Finance use only}*:	
Batch # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
PUD/ESD	9/26/2020

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Salaries	5100334	500110		65,832	
FICA	5100334	503100		5,036	
PERA	5100334	503150		13,520	
HEALTH / LIFE	5100334	503200		37,175	
RHC	5100334	503250		1,317	
WC	5100334	503350		3,508	
DENTAL	5100334	503400		1,508	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 127,896	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Budget Increase from Cash Balance in Environmental Services Dept Enterprise Fund to fund

Unfunded Frozen positions in ESD #'s 1156, 1194

The amount is for 2 positions, 9 months salary and benefits.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
510	(127,896)
TOTAL:	**(127,896)**

Maya Martinez 9/26/2020
Prepared By *{print name}* Date

Shirlene Sitton
Shirlene Sitton (Sep 29, 2020 12:52 MDT)
Division Director Signature *{optional}* Date

Shannon Jones (Sep 25, 2020 14:11 MDT)
Department Director Signature Date

{Use this form for Finance Committee/ City Council agenda items ONLY)

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

AJH (Oct 1, 2020 12:02 MDT)
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

Log # *{Finance use only}*:	
Batch # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
PUD/ESD	9/26/2020

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Salaries	5100335	500110		65,832	
FICA	5100335	503100		5,036	
PERA	5100335	503150		13,520	
HEALTH / LIFE	5100335	503200		37,175	
RHC	5100335	503250		1,317	
WC	5100335	503350		3,508	
DENTAL	5100335	503400		1,508	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 127,896	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Budget Increase from Cash Balance in Environmental Services Dept Enterprise Fund to fund Unfunded Frozen positions in ESD #'s 1166,1204

The amount is for 2 positions, 9 months salary and benefits.

(Complete section below if BAR results in a net change to ANY Fund)

Fund(s) Affected	Fund Balance Increase/(Decrease)
510	(127,896)
TOTAL:	**(127,896)**

Maya Martinez 9/26/2020
Prepared By *{print name}* Date

Shirlene Sitton
Shirlene Sitton (Sep 29, 2020 12:52 MDT)

Division Director Signature *{optional}* Date

Shannon Jones (Sep 29, 2020 14:21 MDT)

Department Director Signature Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

AJH
AJH (Oct 1, 2020 12:02 MDT)

Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

Log # *{Finance use only}*:	
Batch # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
PUD/UCS	9/26/2020

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Salaries	5110351	500110		46,316	
FICA	5110351	503100		3,543	
PERA	5110351	503150		9,512	
HEALTH / LIFE	5110351	503200		18,665	
RHC	5110351	503250		926	
WC	5110351	503350		148	
DENTAL	5110351	503400		754	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
JUSTIFICATION: *(use additional page if needed)* *--Attach supporting documentation/memo*				$ 79,865	$ -

Budget Increase from Cash Balance in Utility Customer Serv. Enterprise Fund to fund

Unfunded Frozen positions in UCS #'s 76

The amount is for 1 positions, 9 months salary and benefits.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
511	(79,865)
TOTAL:	(79,865)

Maya Martinez 9/26/2020
Prepared By *{print name}* Date

Nancy L Jimenez
Nancy L Jimenez (Sep 29, 2020 12:57 MDT)
Division Director Signature *{optional}* Date

Shannon Jones (Sep 29, 2020 14:11 MDT)
Department Director Signature Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

AJH
AJH (Oct 1, 2020 12:02 MDT)
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 10/05/20
FOR CITY COUNCIL MEETING OF 10/14/20

h) Request for Approval of a Lease Agreement between the City of Santa Fe and the Interfaith Community Shelter Group ("Pete's Place") Located at 2801 Cerrillos Road, for a Four (4) Year Term. (Rich Brown, Economic Development Director, rdbrown@santafenm.gov, 955-6625 and Andrea Salazar, Assistant City Attorney, asalazar@santafenm.gov, 955-6303)

FINANCE COMMITTEE ACTION:
Approved to move forward to QoL for further Discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

9-19-20

DATE: **September 21, 2020**

TO: **Governing Body – 9/30/2020**

FROM: **Richard Brown - Director, Community & Economic Development**

ITEMS: **REQUEST FOR APPROVAL OF THE LEASE AGREEMENT BETWEEN THE CITY OF SANTA FE AND INTERFAITH COMMUNITY SHELTER GROUP ("Pete's Place)**

SUMMARY:

Since 2009, The Interfaith Community Shelter Group (Pete's Place), has been leasing land from the City of Santa Fe for the purpose of providing emergency shelter to men, women and children, along with resources to support their health, wellbeing, and ability to find permanent housing. A key part of the Interfaith mission is to prevent hypothermia deaths in the winter months. The premise lease is up for renewal and City staff have completed negotiations with the ICSG team for a renewal term of four (4) years.

Terms of the new lease agreement include:

> Lessor allows Lessee to use and occupy, subject to the terms and conditions of this Lease Agreement, the real property located at 2801 Cerrillos Road, Santa Fe, NM. The leased property (the Premises), consists of approximately 6,082 square feet of heated floor space with a building of metal construction, on approximately 0.5051 acres of real estate as more fully described shown on Exhibit A of this Lease Agreement, attached hereto and made a part hereof.
>
> This Lease Agreement shall become effective on October 1, 2020, (the Effective Date). The term of this Lease Agreement shall commence at 12:00 a.m. on the Effective Date. The term of this Lease Agreement is four (4) years.
>
> Lessee (for and in consideration of this Lease and the demise of the Premises by Lessor to Lessee), hereby agrees and covenants with Lessor to pay the annual fair market rental value of sixty thousand, seven hundred, fifty dollars ($60,750.00). This was established by an appraisal report prepared by American Property - Consultants

& Appraisers, Inc. on June 1, 2010 (showing an annual rental value of $54,000/year) plus 12.5 percent of that appraised rental value.

It is important to note that the Lease Agreement between the City and ICSG is for the care and maintenance of indigent people, which is an exemption from the Anti-Donation Clause. With the Lease Agreement being within an exemption, the use of the building not changing, and to expedite the agreement, a new appraisal was not obtained for the rent amount. Rather the team used the 2010 rent appraisal amount and increased it by 12.5% to bring it to current date rent, which ICSG will pay through in-kind services to operate the group shelter for the City.

RECOMMENDED ACTION:

To continue the work done by Pete's Place to shelter and support the homeless community and prevent deaths from hypothermia, the City staff recommends the Governing Body approval of the Lease Agreement between the City of Santa Fe and the Interfaith Community Shelter Group.

Attachments:

- Interfaith Community Shelter Group Lease Agreement

LEASE AGREEMENT
BETWEEN THE CITY OF SANTA FE
AND THE INTERFAITH COMMUNITY SHELTER GROUP

This LEASE AGREEMENT (Lease Agreement) is made and entered into on this _____ day of _____, 2020, by and between the CITY OF SANTA FE, a municipal corporation (City or Lessor) and the Interfaith Community Shelter Group, a Non-Profit Corporation (Lessee), collectively the "Parties".

WHEREAS, the City wishes to support the communities most in need population by supporting Lessee's mission.

WITNESSETH:

In consideration of the Lessee's promises herein, Lessor hereby gives Lessee a Lease Agreement, revocable and terminable as hereinafter provided, to enter on, make use of, (and develop) the real property of Lessor as follows:

1. PREMISES

Lessor allows Lessee to use and occupy, subject to the terms and conditions of this Lease Agreement, the real property located at 2801 Cerrillos Road, Santa Fe, NM. The leased property (the Premises), consists of approximately 6,082 square feet of heated floor space with a building of metal construction, on approximately 0.5051 acres of real estate as more fully described shown on **Exhibit A** of this Lease Agreement, attached hereto and made a part hereof.

Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as to the condition of the Premises or as to the use which may be made thereof.

2. EFFECTIVE DATE

This Lease Agreement shall become effective on October 1, 2020, (the Effective Date).

3. LEASE TERM

A. Term. The term of this Lease Agreement shall commence at 12:00 a.m. on the Effective Date. The term of this Lease Agreement is four (4) years.

B. Holdover after expiration. In the event Lessee remains in possession of the Premises after the expiration of the Term of this Lease Agreement, such possession may be continued as a month-to-month tenancy. During any such month-to-month tenancy, the Rent due shall be prorated and payable on a monthly basis in advance of the first day of each month, provided that Services

shall be provided in the same month and not in advance. All the terms and conditions of the Lease Agreement shall be otherwise applicable during any such month-to-month tenancy.

4. USE OF PREMISES

A. Conditions of Use. Lessee shall use the Premises solely for the specific purpose of operating the InterFaith Community Shelter at Pete's Place subject to the following conditions:

i. Lessee may only use the Premises for a residential homeless shelter, for the provision of day resource services provided by other agencies serving the homeless, for the provision of meals to the homeless, for uses ordinarily ancillary or incidental to the shelter and these service (including, without limitation, parking and storage), and as a safety net service for City of Santa Fe residents ages 18+ and their children;

ii. Lessee shall participate in the Coordinated Entry System via the New Mexico Coalition to End Homelessness by administering the coordinated assessment tool (VI-SPDAT) for a minimum of 25% of clients served annually and participating in community case conferencing.

iii. Lessee must ensure that clients are served from underserved communities with a priority serving low to very low income households;

iv. Lessee must meet the service guideline as delineated in the Rent Section below.

v. Only Lessee's clients and staff are allowed to reside at the Premises. No other persons are allowed to reside at the Premises;

vi. No individuals who are acting in a way that is a danger to others shall be allowed to remain on the Premises. Lessee will seek assistance from St. Vincent's hospital or other appropriate service provider for individuals who are a danger to themselves;

vii. No alcohol or drugs (other than those prescribed by physicians for Lessee's clients) are allowed to be used or present on the Premises;

viii. Lessee's clients who violate the above terms while residing at the Premises shall be physically escorted off the property by Lessee or the Santa Fe Police and shall not be allowed to return until it is determined by Lessee's staff that they have been through a detox program and/or that they will follow the shelter's rules and their return will not pose a danger to others;

ix. Lessee shall deploy security cameras at the Premises;

x. Lessee shall staff the Premises twenty-four (24) hours per day and seven (7) days per week; and

xi. Lessee's residents and staff shall be advised to park only in the on-site parking lot or in other lawful locations.

B. Improvement of the Premises. Lessee may, with the prior written consent of Lessor and at no cost to Lessor, make minor improvements to the Premises as it deems necessary in furtherance of the intended use of the Premises as provided in Section 4.A above

C. Trade Fixtures. All trade fixtures installed by Lessee after the Effective Date of this Lease Agreement shall remain the property of Lessee, who may remove the same upon termination of this Lease Agreement, provided that removal shall be done in such a manner as not to injure or damage the Premises.

In the event that Lessee fails to remove said trade fixtures after receipt of notice from Lessor to do so, Lessor may remove and dispose of the same as it sees fit and Lessee agrees to sell, assign, transfer, and set over to Lessor all of Lessee's right, title and interest in and to said trade fixtures and any personal property not removed by Lessee.

D. Repairs and Maintenance. Lessee shall not cause or permit any waste, damage or injury to the Premises or to any improvements made to the Premises. Lessee shall, at its sole expense, keep and maintain the Premises in good and clean condition at all times and shall be responsible for the costs of any and all required repairs, replacements, and capital improvements that arise during the Term of this Lease Agreement. Repairs and replacements required to be made by the Lessee shall be made promptly as and when necessary and shall be at least equal in quality of materials and workmanship to that originally existing in the Premises. The Lessee shall maintain the grounds along the entire perimeter of the building.

Lessor reserves the right to inspect the Premises at any time during the Term of this Lease Agreement to verify Lessee's compliance with this Section 4.D. In the event Lessee fails to maintain the Premises at a standard acceptable to the Lessor, as determined in Lessor's exercise of reasonable judgment, Lessor may terminate this Lease Agreement in accordance with Section 12 herein.

E. Compliance with Laws. Lessee's use of the Premises shall at all times be in compliance with the City of Santa Fe Municipal Code and other applicable local, state and federal regulations including but not limited to compliance with the City of Santa Fe Integrated Pest Management Policy (§ 1 0-7 SFCC 1987) (the Pest Management Policy).

5. RENT

A. Base Rent. Lessee, for and in consideration of this Lease and the demise of the Premises by Lessor to Lessee, hereby agrees and covenants with Lessor to pay the annual fair market rental value of Sixty Thousand, Seven Hundred, Fifty and 00/100 Dollars ($60,750.00) ("Rent"), as established by an appraisal report prepared by American Property - Consultants & Appraisers, Inc. on June 1, 2010 (showing an annual rental value of $54,000/year) plus 12.5 percent of that appraised rental value.

B. Services as Rent. Services are defined as 1) providing overnight shelter; 2) providing food and serving meals; 3) providing day resource services, and 4) providing safety to the indigent citizens of the City and County of Santa Fe. During the term of and in consideration of the Lease, in lieu of Rent Lessee shall provide the Services to indigent citizens of the City and County of Santa Fe, for free, the value of which shall equal or exceed the Rent in each year of the Term of this Lease. Any excess in the value of Services delivered in any year over Rent for that year shall constitute a credit ("Rent Credit") to the Lessee for the offset of Rent in any other year in which Rent does not exceed the value of the Services.

C. Proof of Services Provided. Lessee shall, on or before September 30th of each Lease year hereunder, submit to the Lessor a statement itemizing the kind and value of Services rendered to the citizens of the City and the County of Santa Fe during the prior Lease year. The value of Services used to offset Rent shall be the value of all Services provided for free minus the amount of any governmental subsidy or payment received by Lessee for providing such Services. Such statements shall be in a form and contain such information as Lessor in its reasonable discretion may require. Lessor may, in its sole and absolute discretion, request such reasonable additional non-confidential information and documentation as it deems necessary to evaluate Lessee's statement of values and types of services.

D. Rental Services Amount Shortfall. Should the value of the Services not equal or exceed the Rent in any year, Lessee shall make up the rental shortfall by paying the City monetary rent; provided that any Rent Credit shall first be applied to offset such shortfall and monetary rent shall be due only for any remaining shortfall. Notwithstanding anything to the contrary in the foregoing sentence, the Lessor and the Lessee may agree in writing that the Lessee may provide additional Services to offset any shortfall remaining after the application of the Rent Credit, and agree to negotiate in good faith to determine the nature, extent and timing of such additional Services. Any remaining deficit in Rent, shall be paid in cash to the Lessor via the Lessor's cashier office, Room 114, 200 Lincoln Ave., Santa Fe, NM.

E. No compensation by Lessor. In no event shall Lessor be required at any time, including, without limitation, the end of the Lease term, to compensate the Lessee in any way for excess Services; it being further provided that, without in any way limiting the generality of the foregoing, in the event of termination of this Lease, Lessee shall forfeit any accrued, but unpaid or unapplied Rent Credit.

6. UTILITIES & SERVICES

Beginning on the Effective Date and until the termination of this Lease Agreement, the responsibility and costs for providing utilities and services to the Premises shall be the responsibility of the Lessee and all natural gas, electricity, domestic water, and sanitary sewer service, telephone, cable or satellite television, wired or wireless internet, security alarm services, security video services, security monitoring services, solid waste collection services, cleaning, and repair services, including landscape maintenance, shall be coordinated and paid for by Lessee. Any utilities or services not specified herein shall be the responsibility of the Lessee.

7. TAXES

Lessee shall pay all taxes levied and assessed, if any, upon any personal property, fixtures and improvements belonging to Lessee and located upon the demised Premises, and all leasehold and possessory interest taxes levied or assessed by any proper taxing authority.

8. SUBLEASE, ASSIGNMENT OR TRANSFER

Lessee shall not sublet, assign, or otherwise transfer this Lease Agreement, without the prior written consent of Lessor, which Lessor may withhold for any or no reason. Any such actions taken by Lessee shall result in the immediate termination of this Lease Agreement.

9. INSURANCE

Lessee shall at all times maintain and provide adequate insurance coverage which includes, without limitation, each of the following:

A. Casualty Insurance. Lessee shall carry and maintain in full force and effect during the term of this Lease Agreement casualty insurance in an amount sufficient to restore and replace existing structures and improvements if lost or damaged by any form of casualty. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

B. Liability Insurance. Lessee shall carry and maintain in full force and effect during the Term of this Lease Agreement, liability insurance covering bodily injury and property damage, in a form and with an insurance company acceptable to Lessor, with limits of coverage not less than as stated in the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property, against all claims and lawsuits arising from Lessee's use of the Premises. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

C. Worker's Compensation Insurance. Lessee shall carry and maintain in full force and effect during the Term of this Lease Agreement, workers' compensation insurance at statutory

limits for its employees working at the Premises. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

D. Certificates of Insurance. Prior to the Effective Date of this Lease Agreement, and thereafter at any time during the Term of this Lease Agreement that Lessor requests, Lessee shall provide Lessor with certificates of insurance for each policy evidencing that the coverage required hereunder is current. Such policy shall provide that the coverage evidenced thereby shall not be terminated or modified for any reason without thirty (30) days prior written notice to the Lessor. A certificate or policy which states that failure to give such notice imposes no obligation on the part of the insurer shall be unacceptable to Lessor, and Lessee shall be responsible for removing such language from such certificate or policy.

10. INDEMNIFICATION

Lessee shall indemnify, hold harmless and defend Lessor from all losses, damages, claims or judgments, including payment of all attorney's fees and costs, on account of any suit, judgment, execution, claim, action or demand whatsoever arising from damages occurring on the Premises and Lessee's use of the Premises hereunder, including use of the Premises by Lessee's employees, agents, representatives, contractors, agents, guests, invitees or permitted assigns.

11. EASEMENTS

Lessor reserves the exclusive right to grant access, utility or other easements on or through the Premises. Lessor shall notify Lessee in writing prior to Lessor's grant of any easement through the Premises.

12. TERMINATION

A. Lessor may terminate this Lease Agreement upon Lessee's failure to comply with any material provisions contained herein. Prior to termination, Lessor shall hand deliver or mail notice to Lessee via certified or registered mail specifying:

i. the breach;
ii. the action required to cure the breach;
iii. a date, not less than fifteen (15) days from the date the notice is hand delivered or mailed to Lessee, by which such breach must be cured; and
iv. that failure to cure such breach on or before the date specified in the notice will result in termination of the Lease Agreement.

B. Lessee may terminate this Lease Agreement with written notice to Lessor at least thirty (30) days prior to the termination date.

13. NOTICE

Any required notice will be deemed delivered, given and received (i) when personally hand delivered, or (ii) five days after the same are deposited in the United States mail, postage prepaid, registered, 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 notice to the other party:

To Lessor:
City Manager
City of Santa Fe
P. 0. Box 909
Santa Fe, NM 87504

To Lessee:
Interfaith Community Shelter Group
Executive Director
2801 Cerrillos Road
Santa Fe, NM 87507

14. NO WAIVER

No waiver of a breach of any of the provisions contained in this Lease Agreement shall be construed to be a waiver of any succeeding breach of the same or any other provisions.

15. SEVERABILITY

In the event that one or more of the provisions contained in this Lease 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.

16. ENTIRE AGREEMENT

The foregoing constitutes the entire Lease Agreement between the Parties, represents their entire understanding, and defines all of their respective rights, title, and interests as well as all of their duties, responsibilities and obligations. Any and all prior lease agreements and understandings between the Parties related to the Premises, if any, are merged herein. This Lease Agreement shall not be modified or amended except by a written document signed by the Parties.

17. BINDING EFFECT

This Lease Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

18. LITIGATION EXPENSE

In the event of litigation between the Parties, if Lessor is the prevailing party, Lessee shall pay any necessary costs, including reasonable attorney's fees, expenses and other costs of

collection or otherwise, which Lessor shall incur in enforcing this Lease Agreement or in recovering any and all damages caused to the Premises by Lessee, or Lessee's contractors, agents, employees or permitted assigns.

19. HEADINGS

The section headings contained in this Lease Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Lease Agreement.

20. APPLICABLE LAW; VENUE

In any action, suit or legal dispute arising from this Lease Agreement, Lessee agrees that the laws of the State of New Mexico shall govern. The Parties agree that any action or suit arising from this Lease 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.

21. AMENDMENT

This Lease Agreement shall not be altered, changed or modified except by an amendment in writing executed by the Parties hereto.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]
[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of this _____ day of _____, 20___.

LESSOR:
CITY OF SANTA FE

_____
ALAN WEBBER, MAYOR

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

Andrea Salazar for
Andrea Salazar for (Sep 18, 2020 11:11 MDT)
_____
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED AS TO FINANCE:

_____
MARY T. MCCOY, FINANCE DIRECTOR

LESSEE:

_____
JULIE MURRAY, CHAIR
Interfaith Community Shelter Group Board of Trustees

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this _____ day of

_____ 20____, by Julie Murray, Chair Interfaith Community Shelter Group

Board of Trustees.

_____

Notary Public

My commission expires:

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202284**

Contractor: **Interfaith Community Shelter (Pete's Place**

Description: **Lease renewal (4 years)**

Contract ☐ Agreement ☐ Lease / Rent ☉ Amendment ☐

Term Start Date: **10/14/2020** Term End Date: **10/13/2024**

☐ Approved by Council Date: _____

Contract / Lease:

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)

Since 2009, The Interfaith Community Shelter Group (Pete ' s Place), has been leasing land from the City of Santa Fe for the purpose of providing emergency shelter to men, women and children, along with resources to support their health, wellbeing, and ability to find permanent housing. A key part of the Interfaith mission is to prevent hypothermia deaths in the winter months. The premise lease is up for renewal and City staff have completed negotiations with the ICSG team for

3. **Procurement History:** _____

N/A — Oct 2, 2020

Purchasing Officer Review: Date:

Comment & Exceptions: not a procurment - Does not require CPO approval.

4. **Funding Source:** **In kind community services** **Org / Object:** _____

Alexis Lotero — Oct 2, 2020

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Rich Brown** Phone # **505-670-0559**

Email: **rdbrown@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

DATE: **October 14, 2020**

TO: **Governing Body – 10/14/2020**

FROM: **Andréa Salazar, Assistant City Attorney**

ITEMS: **PROPOSED AMENDMENT 1 TO THE LEASE AGREEMENT BETWEEN THE CITY OF SANTA FE AND INTERFAITH COMMUNITY SHELTER GROUP ("Pete's Place)**

SUMMARY:

Councilors Lindell and Villarreal are proposing the following amendment to Section 4 of the Lease Agreement:

xii. Lessee will hold at least two (2) meetings a year with businesses and neighbors located within a ½ mile radius of the Premises. Lessee will invite the City Councilors within the districts located within the ½ mile radius and the City Manager to the meetings, and provide a report to the City Manager of the meeting.

RECOMMENDED ACTION:

To approve the Lease Agreement with Section 4, xii. Included.

Attachments:

- Amendment 1 to the Lease Agreement between the City of Santa Fe and InterFaith Community Shelter Group Lease Agreement

LEASE AGREEMENT
BETWEEN
THE CITY OF SANTA FE AND

This LEASE AGREEMENT (Lease Agreement) is made and entered into on this _____ day of _____, 2020, by and between the CITY OF SANTA FE, a municipal corporation (City or Lessor) and the Interfaith Community Shelter Group, a Non-Profit Corporation (Lessee), collectively the "Parties".

WHEREAS, the City wishes to support the communities most in need population by supporting Lessee's mission.

WITNESSETH:

In consideration of the Lessee's promises herein, Lessor hereby gives Lessee a Lease Agreement, revocable and terminable as hereinafter provided, to enter on, make use of, (and develop) the real property of Lessor as follows:

1. PREMISES

Lessor allows Lessee to use and occupy, subject to the terms and conditions of this Lease Agreement, the real property located at 2801 Cerrillos Road, Santa Fe, NM. The leased property (the Premises), consists of approximately 6,082 square feet of heated floor space with a building of metal construction, on approximately 0.5051 acres of real estate as more fully described shown on **Exhibit A** of this Lease Agreement, attached hereto and made a part hereof.

Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as to the condition of the Premises or as to the use which may be made thereof.

2. EFFECTIVE DATE

This Lease Agreement shall become effective on October 1, 2020, (the Effective Date).

3. LEASE TERM

A. Term. The term of this Lease Agreement shall commence at 12:00 a.m. on the Effective Date. The term of this Lease Agreement is four (4) years.

B. Holdover after expiration. In the event Lessee remains in possession of the Premises after the expiration of the Term of this Lease Agreement, such possession may be continued as a month-to-month tenancy. During any such month-to-month tenancy, the Rent due shall be prorated and payable on a monthly basis in advance of the first day of each month, provided that Services

shall be provided in the same month and not in advance. All the terms and conditions of the Lease Agreement shall be otherwise applicable during any such month-to-month tenancy.

4. USE OF PREMISES

A. Conditions of Use. Lessee shall use the Premises solely for the specific purpose of operating the InterFaith Community Shelter at Pete's Place subject to the following conditions:

i. Lessee may only use the Premises for a residential homeless shelter, for the provision of day resource services provided by other agencies serving the homeless, for the provision of meals to the homeless, for uses ordinarily ancillary or incidental to the shelter and these service (including, without limitation, parking and storage), and as a safety net service for City of Santa Fe residents ages 18+ and their children;

ii. Lessee shall participate in the Coordinated Entry System via the New Mexico Coalition to End Homelessness by administering the coordinated assessment tool (VI-SPDAT) for a minimum of 25% of clients served annually and participating in community case conferencing.

iii. Lessee must ensure that clients are served from underserved communities with a priority serving low to very low income households;

iv. Lessee must meet the service guideline as delineated in the Rent Section below.

v. Only Lessee's clients and staff are allowed to reside at the Premises. No other persons are allowed to reside at the Premises;

vi. No individuals who are acting in a way that is a danger to others shall be allowed to remain on the Premises. Lessee will seek assistance from St. Vincent's hospital or other appropriate service provider for individuals who are a danger to themselves;

vii. No alcohol or drugs (other than those prescribed by physicians for Lessee's clients) are allowed to be used or present on the Premises;

viii. Lessee's clients who violate the above terms while residing at the Premises shall be physically escorted off the property by Lessee or the Santa Fe Police and shall not be allowed to return until it is determined by Lessee's staff that they have been through a detox program and/or that they will follow the shelter's rules and their return will not pose a danger to others;

ix. Lessee shall deploy security cameras at the Premises;

x. Lessee shall staff the Premises twenty-four (24) hours per day and seven (7) days per week; and

xi. Lessee's residents and staff shall be advised to park only in the on-site parking lot or in other lawful locations.

xii. Lessee will hold at least two (2) meetings a year with businesses and neighbors located within a ½ mile radius of the Premises. Lessee will invite the City Councilors within the districts located within the ½ mile radius and the City Manager to the meetings, and provide a report to the City Manager of the meeting.

B. Improvement of the Premises. Lessee may, with the prior written consent of Lessor and at no cost to Lessor, make minor improvements to the Premises as it deems necessary in furtherance of the intended use of the Premises as provided in Section 4.A above

C. Trade Fixtures. All trade fixtures installed by Lessee after the Effective Date of this Lease Agreement shall remain the property of Lessee, who may remove the same upon termination of this Lease Agreement, provided that removal shall be done in such a manner as not to injure or damage the Premises.

In the event that Lessee fails to remove said trade fixtures after receipt of notice from Lessor to do so, Lessor may remove and dispose of the same as it sees fit and Lessee agrees to sell, assign, transfer, and set over to Lessor all of Lessee's right, title and interest in and to said trade fixtures and any personal property not removed by Lessee.

D. Repairs and Maintenance. Lessee shall not cause or permit any waste, damage or injury to the Premises or to any improvements made to the Premises. Lessee shall, at its sole expense, keep and maintain the Premises in good and clean condition at all times and shall be responsible for the costs of any and all required repairs, replacements, and capital improvements that arise during the Term of this Lease Agreement. Repairs and replacements required to be made by the Lessee shall be made promptly as and when necessary and shall be at least equal in quality of materials and workmanship to that originally existing in the Premises. The Lessee shall maintain the grounds along the entire perimeter of the building.

Lessor reserves the right to inspect the Premises at any time during the Term of this Lease Agreement to verify Lessee's compliance with this Section 4.D. In the event Lessee fails to maintain the Premises at a standard acceptable to the Lessor, as determined in Lessor's exercise of reasonable judgment, Lessor may terminate this Lease Agreement in accordance with Section 12 herein.

E. Compliance with Laws. Lessee's use of the Premises shall at all times be in compliance with the City of Santa Fe Municipal Code and other applicable local, state and federal regulations including but not limited to compliance with the City of Santa Fe Integrated Pest Management Policy (§ l 0-7 SFCC 1987) (the Pest Management Policy).

5. RENT

A. Base Rent. Lessee, for and in consideration of this Lease and the demise of the Premises by Lessor to Lessee, hereby agrees and covenants with Lessor to pay the annual fair market rental value of Sixty Thousand, Seven Hundred, Fifty and 00/100 Dollars ($60,750.00) ("Rent"), as established by an appraisal report prepared by American Property - Consultants & Appraisers, Inc. on June 1, 2010 (showing an annual rental value of $54,000/year) plus 12.5 percent of that appraised rental value.

B. Services as Rent. Services are defined as 1) providing overnight shelter; 2) providing food and serving meals; 3) providing day resource services, and 4) providing safety to the indigent citizens of the City and County of Santa Fe. During the term of and in consideration of the Lease, in lieu of Rent Lessee shall provide the Services to indigent citizens of the City and County of Santa Fe, for free, the value of which shall equal or exceed the Rent in each year of the Term of this Lease. Any excess in the value of Services delivered in any year over Rent for that year shall constitute a credit ("Rent Credit") to the Lessee for the offset of Rent in any other year in which Rent does not exceed the value of the Services.

C. Proof of Services Provided. Lessee shall, on or before September 30th of each Lease year hereunder, submit to the Lessor a statement itemizing the kind and value of Services rendered to the citizens of the City and the County of Santa Fe during the prior Lease year. The value of Services used to offset Rent shall be the value of all Services provided for free minus the amount of any governmental subsidy or payment received by Lessee for providing such Services. Such statements shall be in a form and contain such information as Lessor in its reasonable discretion may require. Lessor may, in its sole and absolute discretion, request such reasonable additional non-confidential information and documentation as it deems necessary to evaluate Lessee's statement of values and types of services.

D. Rental Services Amount Shortfall. Should the value of the Services not equal or exceed the Rent in any year, Lessee shall make up the rental shortfall by paying the City monetary rent; provided that any Rent Credit shall first be applied to offset such shortfall and monetary rent shall be due only for any remaining shortfall. Notwithstanding anything to the contrary in the foregoing sentence, the Lessor and the Lessee may agree in writing that the Lessee may provide additional Services to offset any shortfall remaining after the application of the Rent Credit, and agree to negotiate in good faith to determine the nature, extent and timing of such additional Services. Any remaining deficit in Rent, shall be paid in cash to the Lessor via the Lessor's cashier office, Room 114, 200 Lincoln Ave., Santa Fe, NM.

E. No compensation by Lessor. In no event shall Lessor be required at any time, including, without limitation, the end of the Lease term, to compensate the Lessee in any way for excess Services; it being further provided that, without in any way limiting the generality of the foregoing, in the event of termination of this Lease, Lessee shall forfeit any accrued, but unpaid or unapplied Rent Credit.

6. UTILITIES & SERVICES

Beginning on the Effective Date and until the termination of this Lease Agreement, the responsibility and costs for providing utilities and services to the Premises shall be the responsibility of the Lessee and all natural gas, electricity, domestic water, and sanitary sewer service, telephone, cable or satellite television, wired or wireless internet, security alarm services, security video services, security monitoring services, solid waste collection services, cleaning, and repair services, including landscape maintenance, shall be coordinated and paid for by Lessee. Any utilities or services not specified herein shall be the responsibility of the Lessee.

7. TAXES

Lessee shall pay all taxes levied and assessed, if any, upon any personal property, fixtures and improvements belonging to Lessee and located upon the demised Premises, and all leasehold and possessory interest taxes levied or assessed by any proper taxing authority.

8. SUBLEASE, ASSIGNMENT OR TRANSFER

Lessee shall not sublet, assign, or otherwise transfer this Lease Agreement, without the prior written consent of Lessor, which Lessor may withhold for any or no reason. Any such actions taken by Lessee shall result in the immediate termination of this Lease Agreement.

9. INSURANCE

Lessee shall at all times maintain and provide adequate insurance coverage which includes, without limitation, each of the following:

A. Casualty Insurance. Lessee shall carry and maintain in full force and effect during the term of this Lease Agreement casualty insurance in an amount sufficient to restore and replace existing structures and improvements if lost or damaged by any form of casualty. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

B. Liability Insurance. Lessee shall carry and maintain in full force and effect during the Term of this Lease Agreement, liability insurance covering bodily injury and property damage, in a form and with an insurance company acceptable to Lessor, with limits of coverage not less than as stated in the New Mexico Tort Claims Act for each person injured and for each accident

resulting in damage to property, against all claims and lawsuits arising from Lessee's use of the Premises. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

C. Worker's Compensation Insurance. Lessee shall carry and maintain in full force and effect during the Term of this Lease Agreement, workers' compensation insurance at statutory limits for its employees working at the Premises. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

D. Certificates of Insurance. Prior to the Effective Date of this Lease Agreement, and thereafter at any time during the Term of this Lease Agreement that Lessor requests, Lessee shall provide Lessor with certificates of insurance for each policy evidencing that the coverage required hereunder is current. Such policy shall provide that the coverage evidenced thereby shall not be terminated or modified for any reason without thirty (30) days prior written notice to the Lessor. A certificate or policy which states that failure to give such notice imposes no obligation on the part of the insurer shall be unacceptable to Lessor, and Lessee shall be responsible for removing such language from such certificate or policy.

10. INDEMNIFICATION

Lessee shall indemnify, hold harmless and defend Lessor from all losses, damages, claims or judgments, including payment of all attorney's fees and costs, on account of any suit, judgment, execution, claim, action or demand whatsoever arising from damages occurring on the Premises and Lessee's use of the Premises hereunder, including use of the Premises by Lessee's employees, agents, representatives, contractors, agents, guests, invitees or permitted assigns.

11. EASEMENTS

Lessor reserves the exclusive right to grant access, utility or other easements on or through the Premises. Lessor shall notify Lessee in writing prior to Lessor's grant of any easement through the Premises.

12. TERMINATION

A. Lessor may terminate this Lease Agreement upon Lessee's failure to comply with any material provisions contained herein. Prior to termination, Lessor shall hand deliver or mail notice to Lessee via certified or registered mail specifying:

i. the breach;
ii. the action required to cure the breach;
iii. a date, not less than fifteen (15) days from the date the notice is hand delivered or mailed to Lessee, by which such breach must be cured; and
iv. that failure to cure such breach on or before the date specified in the notice will

result in termination of the Lease Agreement.

B. Lessee may terminate this Lease Agreement with written notice to Lessor at least thirty (30) days prior to the termination date.

13. NOTICE

Any required notice will be deemed delivered, given and received (i) when personally hand delivered, or (ii) five days after the same are deposited in the United States mail, postage prepaid, registered, 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 notice to the other party:

To Lessor:
City Manager
City of Santa Fe
P. 0. Box 909
Santa Fe, NM 87504

To Lessee:
Interfaith Community Shelter Group
Executive Director
2801 Cerrillos Road
Santa Fe, NM 87507

14. NO WAIVER

No waiver of a breach of any of the provisions contained in this Lease Agreement shall be construed to be a waiver of any succeeding breach of the same or any other provisions.

15. SEVERABILITY

In the event that one or more of the provisions contained in this Lease 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.

16. ENTIRE AGREEMENT

The foregoing constitutes the entire Lease Agreement between the Parties, represents their entire understanding, and defines all of their respective rights, title, and interests as well as all of their duties, responsibilities and obligations. Any and all prior lease agreements and understandings between the Parties related to the Premises, if any, are merged herein. This Lease Agreement shall not be modified or amended except by a written document signed by the Parties.

17. BINDING EFFECT

This Lease Agreement shall be binding upon and inure to the benefit of the Parties hereto

and their respective successors and permitted assigns.

18. LITIGATION EXPENSE

In the event of litigation between the Parties, if Lessor is the prevailing party, Lessee shall pay any necessary costs, including reasonable attorney's fees, expenses and other costs of collection or otherwise, which Lessor shall incur in enforcing this Lease Agreement or in recovering any and all damages caused to the Premises by Lessee, or Lessee's contractors, agents, employees or permitted assigns.

19. HEADINGS

The section headings contained in this Lease Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Lease Agreement.

20. APPLICABLE LAW; VENUE

In any action, suit or legal dispute arising from this Lease Agreement, Lessee agrees that the laws of the State of New Mexico shall govern. The Parties agree that any action or suit arising from this Lease 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.

21. AMENDMENT

This Lease Agreement shall not be altered, changed or modified except by an amendment in writing executed by the Parties hereto.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]
[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of this _____ day of _____, 20___.

LESSOR:
CITY OF SANTA FE

_____
ALAN WEBBER, MAYOR

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

_____
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED AS TO FINANCE:

_____
MARY T. MCCOY, FINANCE DIRECTOR

LESSEE:

_____
JULIE MURRAY, CHAIR
Interfaith Community Shelter Group Board of Trustees

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this _____ day of _____ 20____, by Julie Murray, Chair Interfaith Community Shelter Group Board of Trustees.

_____
Notary Public

My commission expires:

DATE: **October 14, 2020**

TO: **Governing Body – 10/14/2020**

FROM: **Andréa Salazar, Assistant City Attorney**

ITEMS: **PROPOSED AMENDMENT 2 TO THE LEASE AGREEMENT BETWEEN THE CITY OF SANTA FE AND INTERFAITH COMMUNITY SHELTER GROUP ("Pete's Place)**

SUMMARY:

Councilors Lindell, Villarreal, Rivera, and Garcia are proposing the following amendment to Section 3 of the Lease Agreement:

3. LEASE TERM

A. Term. The term of this Lease Agreement shall commence at 12:00 a.m. on the Effective Date. The term of this Lease Agreement is ~~four (4) years~~ one two (2) year period, with two optional term extensions, for a potential total of four (4) years.

B. Optional Terms. The Lessee may receive two (2) optional one (1) year term extension, each to be requested at the end of the Term or Optional Term. Lessee must submit a letter sixty (60) days prior to the termination of the Term or Optional Term, which demonstrates that they have met all Conditions of Use under Section 4. Upon the review of the Letter the Governing Body will submit a letter either allowing or denying the next optional term.

~~B~~ C. Holdover after expiration. In the event Lessee remains in possession of the Premises after the expiration of the Term of this Lease Agreement, such possession may be continued as a month-to-month tenancy. During any such month-to-month tenancy, the Rent due shall be prorated and payable on a monthly basis in advance of the first day of each month, provided that Services shall be provided in the same month and not in advance. All the terms and conditions of the Lease Agreement shall be otherwise applicable during any such month-to-month tenancy.

RECOMMENDED ACTION:

To approve the Lease Agreement with Section 3. Included.

Attachments:

- Amendment 2 to the Lease Agreement between the City of Santa Fe and InterFaith Community Shelter Group Lease Agreement

LEASE AGREEMENT
BETWEEN
THE CITY OF SANTA FE AND

This LEASE AGREEMENT (Lease Agreement) is made and entered into on this _____ day of _____, 2020, by and between the CITY OF SANTA FE, a municipal corporation (City or Lessor) and the Interfaith Community Shelter Group, a Non-Profit Corporation (Lessee), collectively the "Parties".

WHEREAS, the City wishes to support the communities most in need population by supporting Lessee's mission.

WITNESSETH:

In consideration of the Lessee's promises herein, Lessor hereby gives Lessee a Lease Agreement, revocable and terminable as hereinafter provided, to enter on, make use of, (and develop) the real property of Lessor as follows:

1. PREMISES

Lessor allows Lessee to use and occupy, subject to the terms and conditions of this Lease Agreement, the real property located at 2801 Cerrillos Road, Santa Fe, NM. The leased property (the Premises), consists of approximately 6,082 square feet of heated floor space with a building of metal construction, on approximately 0.5051 acres of real estate as more fully described shown on **Exhibit A** of this Lease Agreement, attached hereto and made a part hereof.

Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as to the condition of the Premises or as to the use which may be made thereof.

2. EFFECTIVE DATE

This Lease Agreement shall become effective on October 1, 2020, (the Effective Date).

3. LEASE TERM

A. Term. The term of this Lease Agreement shall commence at 12:00 a.m. on the Effective Date. The term of this Lease Agreement is ~~four (4) years~~ one two (2) year period, with two optional term extensions, for a potential total of four (4) years.

B. Optional Terms. The Lessee may receive two (2) optional one (1) year term extension, each to be requested at the end of the Term or Optional Term. Lessee must submit a letter sixty (60) days prior to the termination of the Term or Optional Term, which demonstrates that they

have met all Conditions of Use under Section 4. Upon the review of the Letter the Governing Body will submit a letter either allowing or denying the next optional term.

~~B~~ C. Holdover after expiration. In the event Lessee remains in possession of the Premises after the expiration of the Term of this Lease Agreement, such possession may be continued as a month-to-month tenancy. During any such month-to-month tenancy, the Rent due shall be prorated and payable on a monthly basis in advance of the first day of each month, provided that Services shall be provided in the same month and not in advance. All the terms and conditions of the Lease Agreement shall be otherwise applicable during any such month-to-month tenancy.

4. USE OF PREMISES

A. Conditions of Use. Lessee shall use the Premises solely for the specific purpose of operating the InterFaith Community Shelter at Pete's Place subject to the following conditions:

i. Lessee may only use the Premises for a residential homeless shelter, for the provision of day resource services provided by other agencies serving the homeless, for the provision of meals to the homeless, for uses ordinarily ancillary or incidental to the shelter and these service (including, without limitation, parking and storage), and as a safety net service for City of Santa Fe residents ages 18+ and their children;

ii. Lessee shall participate in the Coordinated Entry System via the New Mexico Coalition to End Homelessness by administering the coordinated assessment tool (VI-SPDAT) for a minimum of 25% of clients served annually and participating in community case conferencing.

iii. Lessee must ensure that clients are served from underserved communities with a priority serving low to very low income households;

iv. Lessee must meet the service guideline as delineated in the Rent Section below.

v. Only Lessee's clients and staff are allowed to reside at the Premises. No other persons are allowed to reside at the Premises;

vi. No individuals who are acting in a way that is a danger to others shall be allowed to remain on the Premises. Lessee will seek assistance from St. Vincent's hospital or other appropriate service provider for individuals who are a danger to themselves;

vii. No alcohol or drugs (other than those prescribed by physicians for Lessee's clients) are allowed to be used or present on the Premises;

viii. Lessee's clients who violate the above terms while residing at the Premises shall be physically escorted off the property by Lessee or the Santa Fe Police and shall not be allowed to return until it is determined by Lessee's staff that they have been through a detox program and/or that they will follow the shelter's rules and their return will not pose a danger to others;

ix. Lessee shall deploy security cameras at the Premises;

x. Lessee shall staff the Premises twenty-four (24) hours per day and seven (7) days per week; and

xi. Lessee's residents and staff shall be advised to park only in the on-site parking lot or in other lawful locations.

B. Improvement of the Premises. Lessee may, with the prior written consent of Lessor and at no cost to Lessor, make minor improvements to the Premises as it deems necessary in furtherance of the intended use of the Premises as provided in Section 4.A above

C. Trade Fixtures. All trade fixtures installed by Lessee after the Effective Date of this Lease Agreement shall remain the property of Lessee, who may remove the same upon termination of this Lease Agreement, provided that removal shall be done in such a manner as not to injure or damage the Premises.

In the event that Lessee fails to remove said trade fixtures after receipt of notice from Lessor to do so, Lessor may remove and dispose of the same as it sees fit and Lessee agrees to sell, assign, transfer, and set over to Lessor all of Lessee's right, title and interest in and to said trade fixtures and any personal property not removed by Lessee.

D. Repairs and Maintenance. Lessee shall not cause or permit any waste, damage or injury to the Premises or to any improvements made to the Premises. Lessee shall, at its sole expense, keep and maintain the Premises in good and clean condition at all times and shall be responsible for the costs of any and all required repairs, replacements, and capital improvements that arise during the Term of this Lease Agreement. Repairs and replacements required to be made by the Lessee shall be made promptly as and when necessary and shall be at least equal in quality of materials and workmanship to that originally existing in the Premises. The Lessee shall maintain the grounds along the entire perimeter of the building.

Lessor reserves the right to inspect the Premises at any time during the Term of this Lease Agreement to verify Lessee's compliance with this Section 4.D. In the event Lessee fails to maintain the Premises at a standard acceptable to the Lessor, as determined in Lessor's exercise of reasonable judgment, Lessor may terminate this Lease Agreement in accordance with Section 12

herein.

E. Compliance with Laws. Lessee's use of the Premises shall at all times be in compliance with the City of Santa Fe Municipal Code and other applicable local, state and federal regulations including but not limited to compliance with the City of Santa Fe Integrated Pest Management Policy (§ l 0-7 SFCC 1987) (the Pest Management Policy).

5. RENT

A. Base Rent. Lessee, for and in consideration of this Lease and the demise of the Premises by Lessor to Lessee, hereby agrees and covenants with Lessor to pay the annual fair market rental value of Sixty Thousand, Seven Hundred, Fifty and 00/100 Dollars ($60,750.00) ("Rent"), as established by an appraisal report prepared by American Property - Consultants & Appraisers, Inc. on June 1, 2010 (showing an annual rental value of $54,000/year) plus 12.5 percent of that appraised rental value.

B. Services as Rent. Services are defined as 1) providing overnight shelter; 2) providing food and serving meals; 3) providing day resource services, and 4) providing safety to the indigent citizens of the City and County of Santa Fe. During the term of and in consideration of the Lease, in lieu of Rent Lessee shall provide the Services to indigent citizens of the City and County of Santa Fe, for free, the value of which shall equal or exceed the Rent in each year of the Term of this Lease. Any excess in the value of Services delivered in any year over Rent for that year shall constitute a credit ("Rent Credit") to the Lessee for the offset of Rent in any other year in which Rent does not exceed the value of the Services.

C. Proof of Services Provided. Lessee shall, on or before September 30th of each Lease year hereunder, submit to the Lessor a statement itemizing the kind and value of Services rendered to the citizens of the City and the County of Santa Fe during the prior Lease year. The value of Services used to offset Rent shall be the value of all Services provided for free minus the amount of any governmental subsidy or payment received by Lessee for providing such Services. Such statements shall be in a form and contain such information as Lessor in its reasonable discretion may require. Lessor may, in its sole and absolute discretion, request such reasonable additional non-confidential information and documentation as it deems necessary to evaluate Lessee's statement of values and types of services.

D. Rental Services Amount Shortfall. Should the value of the Services not equal or exceed the Rent in any year, Lessee shall make up the rental shortfall by paying the City monetary rent; provided that any Rent Credit shall first be applied to offset such shortfall and monetary rent shall be due only for any remaining shortfall. Notwithstanding anything to the contrary in the foregoing sentence, the Lessor and the Lessee may agree in writing that the Lessee may provide additional Services to offset any shortfall remaining after the application of the Rent Credit, and agree to negotiate in good faith to determine the nature, extent and timing of such additional Services. Any remaining deficit in Rent, shall be paid in cash to the Lessor via the Lessor's cashier office, Room

114, 200 Lincoln Ave., Santa Fe, NM.

E. No compensation by Lessor. In no event shall Lessor be required at any time, including, without limitation, the end of the Lease term, to compensate the Lessee in any way for excess Services; it being further provided that, without in any way limiting the generality of the foregoing, in the event of termination of this Lease, Lessee shall forfeit any accrued, but unpaid or unapplied Rent Credit.

6. UTILITIES & SERVICES

Beginning on the Effective Date and until the termination of this Lease Agreement, the responsibility and costs for providing utilities and services to the Premises shall be the responsibility of the Lessee and all natural gas, electricity, domestic water, and sanitary sewer service, telephone, cable or satellite television, wired or wireless internet, security alarm services, security video services, security monitoring services, solid waste collection services, cleaning, and repair services, including landscape maintenance, shall be coordinated and paid for by Lessee. Any utilities or services not specified herein shall be the responsibility of the Lessee.

7. TAXES

Lessee shall pay all taxes levied and assessed, if any, upon any personal property, fixtures and improvements belonging to Lessee and located upon the demised Premises, and all leasehold and possessory interest taxes levied or assessed by any proper taxing authority.

8. SUBLEASE, ASSIGNMENT OR TRANSFER

Lessee shall not sublet, assign, or otherwise transfer this Lease Agreement, without the prior written consent of Lessor, which Lessor may withhold for any or no reason. Any such actions taken by Lessee shall result in the immediate termination of this Lease Agreement.

9. INSURANCE

Lessee shall at all times maintain and provide adequate insurance coverage which includes, without limitation, each of the following:

A. Casualty Insurance. Lessee shall carry and maintain in full force and effect during the term of this Lease Agreement casualty insurance in an amount sufficient to restore and replace existing structures and improvements if lost or damaged by any form of casualty. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

B. Liability Insurance. Lessee shall carry and maintain in full force and effect during the Term of this Lease Agreement, liability insurance covering bodily injury and property damage, in a form and with an insurance company acceptable to Lessor, with limits of coverage not less than

as stated in the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property, against all claims and lawsuits arising from Lessee's use of the Premises. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

C. Worker's Compensation Insurance. Lessee shall carry and maintain in full force and effect during the Term of this Lease Agreement, workers' compensation insurance at statutory limits for its employees working at the Premises. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

D. Certificates of Insurance. Prior to the Effective Date of this Lease Agreement, and thereafter at any time during the Term of this Lease Agreement that Lessor requests, Lessee shall provide Lessor with certificates of insurance for each policy evidencing that the coverage required hereunder is current. Such policy shall provide that the coverage evidenced thereby shall not be terminated or modified for any reason without thirty (30) days prior written notice to the Lessor. A certificate or policy which states that failure to give such notice imposes no obligation on the part of the insurer shall be unacceptable to Lessor, and Lessee shall be responsible for removing such language from such certificate or policy.

10. INDEMNIFICATION

Lessee shall indemnify, hold harmless and defend Lessor from all losses, damages, claims or judgments, including payment of all attorney's fees and costs, on account of any suit, judgment, execution, claim, action or demand whatsoever arising from damages occurring on the Premises and Lessee's use of the Premises hereunder, including use of the Premises by Lessee's employees, agents, representatives, contractors, agents, guests, invitees or permitted assigns.

11. EASEMENTS

Lessor reserves the exclusive right to grant access, utility or other easements on or through the Premises. Lessor shall notify Lessee in writing prior to Lessor's grant of any easement through the Premises.

12. TERMINATION

A. Lessor may terminate this Lease Agreement upon Lessee's failure to comply with any material provisions contained herein. Prior to termination, Lessor shall hand deliver or mail notice to Lessee via certified or registered mail specifying:

i. the breach;
ii. the action required to cure the breach;
iii. a date, not less than fifteen (15) days from the date the notice is hand delivered or mailed to Lessee, by which such breach must be cured; and

iv. that failure to cure such breach on or before the date specified in the notice will result in termination of the Lease Agreement.

B. Lessee may terminate this Lease Agreement with written notice to Lessor at least thirty (30) days prior to the termination date.

13. NOTICE

Any required notice will be deemed delivered, given and received (i) when personally hand delivered, or (ii) five days after the same are deposited in the United States mail, postage prepaid, registered, 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 notice to the other party:

To Lessor:
City Manager
City of Santa Fe
P. 0. Box 909
Santa Fe, NM 87504

To Lessee:
Interfaith Community Shelter Group
Executive Director
2801 Cerrillos Road
Santa Fe, NM 87507

14. NO WAIVER

No waiver of a breach of any of the provisions contained in this Lease Agreement shall be construed to be a waiver of any succeeding breach of the same or any other provisions.

15. SEVERABILITY

In the event that one or more of the provisions contained in this Lease 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.

16. ENTIRE AGREEMENT

The foregoing constitutes the entire Lease Agreement between the Parties, represents their entire understanding, and defines all of their respective rights, title, and interests as well as all of their duties, responsibilities and obligations. Any and all prior lease agreements and understandings between the Parties related to the Premises, if any, are merged herein. This Lease Agreement shall not be modified or amended except by a written document signed by the Parties.

17. BINDING EFFECT

This Lease Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

18. LITIGATION EXPENSE

In the event of litigation between the Parties, if Lessor is the prevailing party, Lessee shall pay any necessary costs, including reasonable attorney's fees, expenses and other costs of collection or otherwise, which Lessor shall incur in enforcing this Lease Agreement or in recovering any and all damages caused to the Premises by Lessee, or Lessee's contractors, agents, employees or permitted assigns.

19. HEADINGS

The section headings contained in this Lease Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Lease Agreement.

20. APPLICABLE LAW; VENUE

In any action, suit or legal dispute arising from this Lease Agreement, Lessee agrees that the laws of the State of New Mexico shall govern. The Parties agree that any action or suit arising from this Lease 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.

21. AMENDMENT

This Lease Agreement shall not be altered, changed or modified except by an amendment in writing executed by the Parties hereto.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]
[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of this _____ day of _____, 20___.

LESSOR:
CITY OF SANTA FE

_____
ALAN WEBBER, MAYOR

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

_____
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED AS TO FINANCE:

_____
MARY T. MCCOY, FINANCE DIRECTOR

LESSEE:

_____
JULIE MURRAY, CHAIR
Interfaith Community Shelter Group Board of Trustees

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this _____ day of _____ 20____, by Julie Murray, Chair Interfaith Community Shelter Group Board of Trustees.

_____
Notary Public

My commission expires:

CITY OF SANTA FE
LIQUOR LICENSE HEARING OFFICER

Recommended
Findings of Fact and Conclusions of Law

Application No.: 1167021 (NMRLD/AGD)
Name of Applicant: Highgarden Entertainment, LLC
Doing Business As: Jean Cocteau Cinema
Proposed Location: 418 & 420 Montezuma Ave. Santa Fe, NM 87501

THIS MATTER came before the Liquor License Hearing Officer for public hearing on October 5, 2020 at 4:00 PM by video hearing, on the application of Highgarden Entertainment, 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 300 foot location restriction under Section 60-6B-10

2. Transfer of location only for Inter-Local Dispenser 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. October 2, 2020 memo from City Clerk Yolanda Y. Vigil
    b. August 6, 2020 letter from New Mexico Regulation and Licensing Department, Alcohol and Gaming Division (NMRLD/AGD) Hearing Officer Tammy M. Sandoval to the City of Santa Fe granting preliminary approval and forwarding the application to the City for local option district approval or disapproval.
    c. NMRLD/AGD Application No. 1167021
    d. April 29, 2020 zoning verification from Senior Land Use Planner Carlos Gemora confirming that on-premises consumption of alcohol with patio service is a permitted use.
    e. Site plan
    f. Notices of Public Hearing (*Santa Fe New Mexican*, City of Santa Fe website, letter to Applicant from City Clerk)
    g. October 5, 2020 memo from Ordinance Enforcement Specialist Jason Sena finding no anticipated substantial change in litter or noise as a result of the request
    h. Vicinity map

i. Santa Fe Land Development Code Table of Permitted Uses and zoning district map
j. City of Santa Fe Liquor License Request Supplemental Information
k. Letter from New Mexico School for the Arts dated October 5, 2020 supporting the application for a liquor license.

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 September 4 and 11, 2020 and on the City's website.
6. The Application is for an existing business to expand its premises from a location that previously served liquor.
7. The business is expected to be open from 12PM to 10PM, and business volume is expected to remain the same, with 60% driving, 40% walking.
8. Traffic is not expected to increase.
9. The Traffic Engineering Division has concluded that approval will not create unacceptable traffic impacts.
10. There will be a fully enclosed outdoor seating area.
11. The proposed location will not cause a substantial change in litter or noise.
12. The proposed location is not within an area where sale of alcoholic beverages is prohibited by the laws of New Mexico, if the requested waiver is granted.
13. The proposed location is within three hundred (300) feet of the New Mexico School for the Arts, which has provided a letter supporting the application.
14. There is no evidence in the record of potential detrimental impacts to the New Mexico School for the Arts from the proposed use.
15. Issuance or transfer will not be in violation of a zoning or other ordinance of the governing body.
16. Issuance or transfer will not be detrimental to the public health, safety or morals of the residents of the local option district.
17. 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 is required to obtain all necessary permits and to comply with all Fire Code and Building Code requirements.
2. Alcohol service will not be allowed in any areas for which Applicant does not have sole tenancy. Applicant shall notify the City Clerk's Offive when it has sole tenancy of the Montezuma Pocket Park and premises leased by Big Adventure Comics.
3. 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

Date: 10/05/2020

Christopher L. Graeser

City of Santa Fe, New Mexico

memo

DATE: October 2, 2020

TO: Chris Graeser, Liquor Hearing Officer

FROM: Yolanda Y. Vigil, City Clerk

ITEM & ISSUE

Request from Highgarden Entertainment, LLC for a waiver of the 300 foot location restriction and a request for a transfer of location only of Inter-Local Dispenser Liquor License #2626 with on-premise consumption only and patio service (Expansion of Licensed Premises).

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 Jean Cocteau Cinema, 418 & 420 Montezuma Avenue, Santa Fe, which is within 300 feet of the New Mexico School of the Arts, 500 Montezuma Avenue, Santa Fe.

b) If the waiver of the 300 foot location restriction is granted, consideration of transfer of location only of Inter-Local Dispenser Liquor License #2626 with on-premise consumption only and patio service from 418 & 420 Montezuma Avenue to 418 & 420 Montezuma Avenue (Expansion of Licensed Premises). This license will be located at the Jean Cocteau Cinema, 418 & 420 Montezuma Avenue, Santa Fe.

Attached is a letter of no opposition from Eric Crites, Head of School for New Mexico School for the Arts.

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.

The applicant has not commenced construction therefore, as a condition of approval, the applicant will be required to obtain all necessary permits and licenses and comply with all Building Code and Fire Code requirements.

The applicant is currently seeking approval from the City of Santa Fe to lease or purchase the Montezuma Pocket Park, therefore the applicant does not have sole tenancy for the area included on their application for patio service. Approval for this area is dependent on the applicant obtaining property rights and redeveloping this site to ensure it meets all relevant codes and regulations. In addition, the applicant currently does not have sole tenancy to the space leased by Big Adventure Comics. Therefore, as a condition of approval, these two areas will not be allowed alcohol service until

they have sole tenancy. The applicant is required to notify the City Clerk's office when they have sole tenancy of the aforementioned areas.

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
- Letter/ New Mexico School for the Arts
- 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

August 6, 2020 **Certified Mail No.: 7018 2290 0000 3430 2609**

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

RE: Lic. No. /Appl. No.: **Application No. 1167021**
Name of Applicant: Highgarden Entertainment, LLC
Doing Business as: Jean Cocteau Cinema
Proposed Location: 418 & 420 Montezuma Ave.
Santa Fe, NM 87501

Greetings:

The Director of the Alcohol and Gaming Division has reviewed the referenced Application and granted **Conditional Preliminary Approval.** It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

While the law states that "within forty-five **(45)** days after receipt of a Notice from the Alcohol and Gaming Division, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30-day notice and the 45-day hearing requirement. Should the Local Governing Body be unable to meet one of these requirements, please send a Request for Waiver/Extension by email to the assigned AGD Hearing Officer listed on page 2.

Notice of the Public Hearing required by the Liquor Control Act **shall be given by the governing body by publishing a notice** of the date, time, and place of the hearing **twice during the 30 days prior to the hearing** in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include:

(A) Name and address of the Applicant/Licensee;
(B) The action proposed to be taken by the Alcohol & Gaming Division;
(C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made** of the hearing.

THE APPLICANT IS SEEKING A TRANSFER OF LOCATION OF LIQUOR LICENSE, WITH ON PREMISES CONSUMPTION ONLY, AND PATIO SERVICE. APPLICANT REQUESTS A WAIVER AS THE PREMISES IS LOCATED WITHIN 300 FT. OF THE NEAREST SCHOOL.

Alcoholic Beverage Control
(505) 476-4875

Within thirty (30) days after the Public Hearing, the governing body shall notify the Alcohol and Gaming Division of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify the Alcohol and Gaming Division within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to the Alcohol and Gaming Division with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,

Tammy M. Sandoval

Tammy M. Sandoval, Hearing Officer
New Mexico Regulation & Licensing Dept.
Alcoholic Beverage Control Division
Phone: (505) 476-4548 Fax: (505) 476-4595
Email: tammy.sandoval@state.nm.us

Enclosures:

1. Original Page 1 of the Application (*must be signed and returned w/notices of publication*)
2. Copy of Page 2 of the Application
3. Copy of Zoning Statement
4. Copy of Floor Plan

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

AGD Stamp
JUN 02 2020
Revised 2016

AGD USE ONLY: Payment| Application Fee $ 200 Received on: 6-2-2020 Receipt No. 2293492

Application Number: 11607021 Local Option District: ALCOHOL BEVERAGE CONTROL

TRANSFER OF DISPENSER-TYPE LIQUOR LICENSE APPLICATION

$200.00 Application Fee, non-refundable.

License No. **2626** Type of License: **Interlocal Dispenser**

Check appropriate boxes:

Application is for: ☐Transfer of Ownership ☐Transfer of Ownership and Location ☑Transfer of Location Only

Record Owner of Existing License: **Highgarden Entertainment, LLC**

Current D/B/A Name: **Jean Cocteau Cinema**

Current Premises Address: **418 & 420 Montezuma Ave Santa Fe NM 87501**

Current LOD: **City of Santa Fe** Is License moving out of Local Option District? ☐Yes ☑No

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

NAME of Individual/Company:	**ADDRESS (including city, state, zip)**
Highgarden Entertainment, LLC	**418 & 420 Montezuma Ave Santa Fe NM 87501**

D/B/A Name to be used: **Jean Cocteau Cinema** **Business Phone #:** **505-466-5528**

Email Address (required): Michael.Stern@wyslip.com

Physical location where license is to be used: (Include Street # / Highway # / State Road, City, State, and Zip Code)

418 & 420 Montezuma Ave Santa Fe NM 87501

County of: **Santa Fe**

Mailing Address: **418 & 420 Montezuma Ave Santa Fe NM 87501**

Are alcoholic beverages currently being dispensed at the proposed location? ☑ **Yes** ☐ **No** If Yes, License # / Type: **2626**

Agent/Contact Person: **Linda Aikin** **Phone#:** **982-6224** **Email:** **lla@cybermesa.com**

I, (print name) George Martin, as (title) owner 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.

Sign before a Notary Public:

Signature of Applicant: _____ Date: _____

NOTARY PUBLIC USE ONLY: (State of New Mexico, County of Santa Fe)

SUBSCRIBED AND SWORN TO before me this 27 day of May, 2020

By: George RR Martin Notary Public: _____

My Commission Expires: 08-10-20

OFFICIAL SEAL
Catherine Sandoval
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 8-10-20

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

AGD Stamp
RECEIVED
JUN 0 2 2020
ALCOHOL 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): _____

B. Date and Term of Lease: _____

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: *Our Lady of Guadalupe* Miles/feet: *450 feet*

Address/location of Church: *417 Agua Fria Santa Fe*

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

Name of School *New Mexico School of the Arts* Miles/feet *30 feet*

Address/location of School: *500 Montezuma Ave Santa Fe*

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: **65 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): **Cinema**

***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.

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

RECEIVED
JUN 0 5 2020
ALCOHOL BEVERAGE CONTROL

April 29, 2020

RE: Zoning Verification for 418/420 Montezuma, Santa Fe, NM 87501

To Whom it May Concern,

This letter provides zoning verification on the above referenced property. According to the Official Zoning Map, this property is zoned BCD Business-Capitol District, Redevelopment Subdistrict.

14-4.3 (E) BCD Business-Capitol District

(1) Purpose

In recognition of the fact that the economic health of the city depends on the economic viability of the BCD, the purpose of the BCD is to provide for a mixture of land uses, including residential uses, designed to promote the district's economic well being while preserving the unique architecture, townscape and aesthetics that foster a strong tourist industry and sustain the quality of life, sense of community and historical identity in the district and the city.

BCD Zoning permits bars, restaurants, lounges, retail sales of alcoholic beverages, wholesaling, distribution, and manufacturing. On-premises consumption of alcohol (beer, wine, and spirits) is a permitted use within this zone, with Patio Service permitted. Allowable New Mexico liquor licenses would include but are not limited to: Wine Grower, Wholesaler (All), Manufacturer (All), Small Brewer, Craft Distiller, Restaurant, Retailer, and Dispenser licenses.

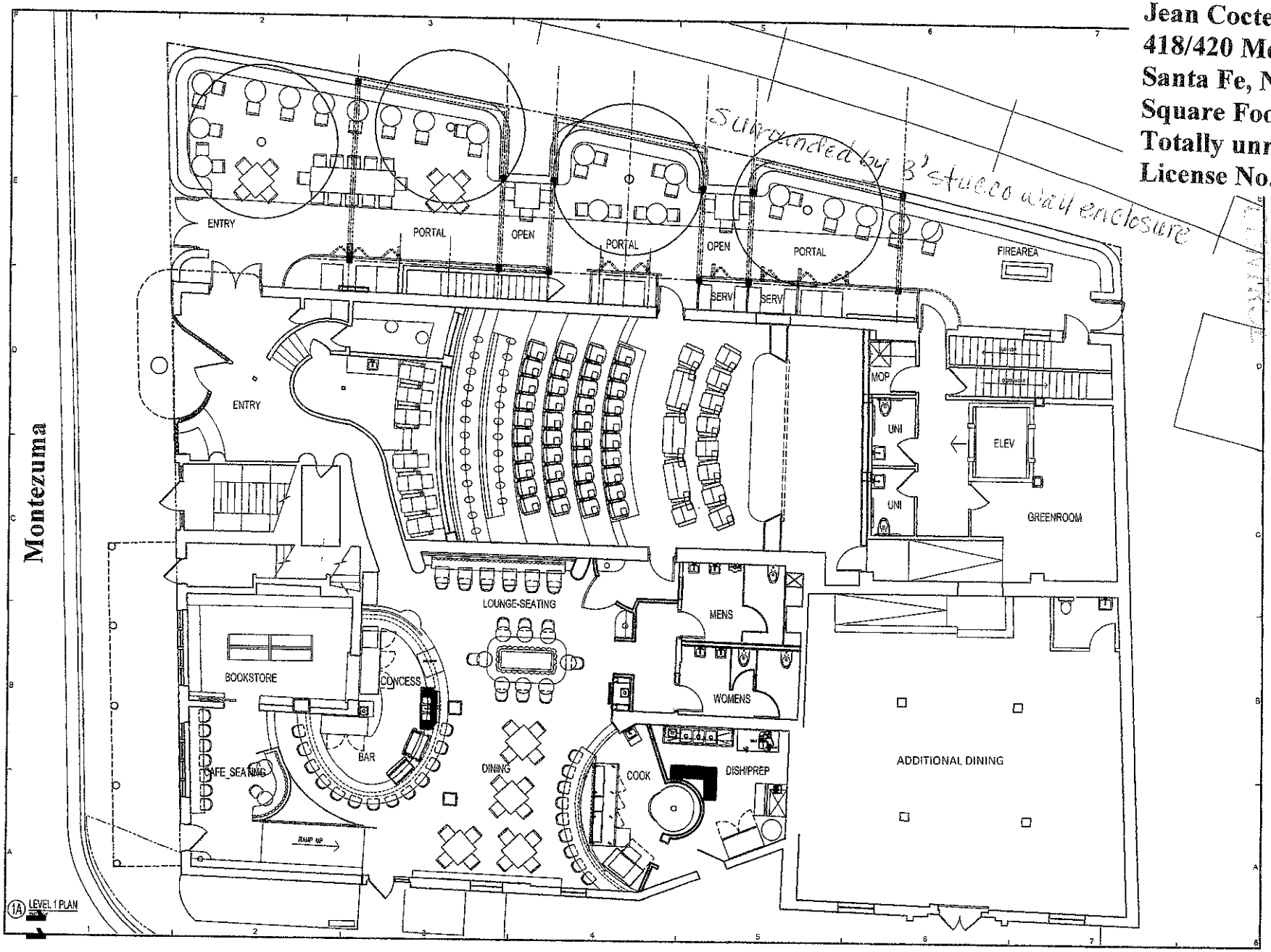
For additional information, please reference City of Santa Fe Chapter 14 SFCC regarding these districts (Chapter 14-4 – Zoning Districts/14-6 Permitted Uses) *http://clerkshq.com/default.ashx?clientsite=Santafe-nm*. All uses are subject to compliance with applicable development standards such as parking, lot coverage, etc...

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 have any further questions, please contact me at cegemora@santafenm.gov or 505-955-6670.

Carlos Gemora
Senior Land Use Planner
City of Santa Fe, New Mexico

Jean Cocteau
418/420 Montezuma
Santa Fe, New Mexico
Square Footage 9703
Totally unrestricted
License No. 2626



1/2 Size (11" x 17")

NOT FOR CONSTRUCTION

autotroph

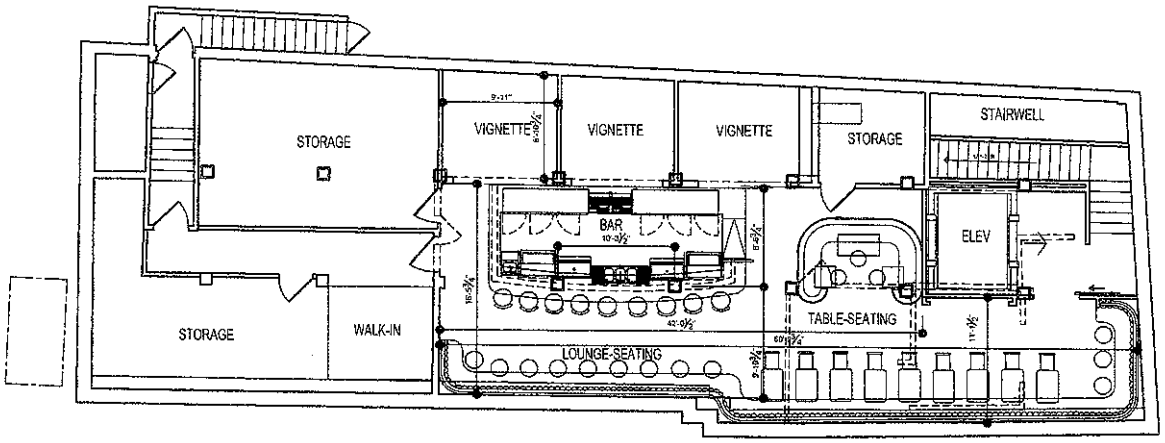
Jean Cocteau Cinema
418-420 Montezuma Ave.
SANTA FE, NEW MEXICO 87501

FLOOR PLAN
LEVEL 1

Project number	1916
Date	FEB 20, 2020
Drawn by	STW
Checked by	AD

A 1.0

Montezuma



1A BASEMENT LEVEL PLAN

1/2 Size (11" x 17")

NOT FOR CONSTRUCTION

autotroph

Jean Cocteau Cinema
418-420 Montezuma Ave.
SANTA FE, NEW MEXICO 87501

BASEMENT FLOOR PLAN

Project number	1816
Date	FEB 20, 2020
Drawn by	STW
Checked by	AD

A 1.1

12

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 4:00 p.m. on Monday, October 5, 2020.

The purpose of this public hearing is to discuss a request from Highgarden Entertainment, LLC, 418 & 420 Montezuma Avenue, Santa Fe, 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 Jean Cocteau Cinema, 418 & 420 Montezuma Avenue, Santa Fe, which is within 300 feet of the New Mexico School of the Arts, 500 Montezuma Avenue, Santa Fe.

b) If the waiver of the 300 foot location restriction is granted, consideration of transfer of location only of Inter-Local Dispenser Liquor License #2626 with on-premise consumption only and patio service from 418 & 420 Montezuma Avenue to 418 & 420 Montezuma Avenue (Expansion of Licensed Premises). This license will be located at the Jean Cocteau Cinema, 418 & 420 Montezuma Avenue, Santa Fe.

Virtual meeting information 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: September 3, 2020
To Be Published: September 4, 2020 & September 11, 2020

By _____
The Santa Fe New Mexican (Signature)

October 5, 2020 at 4:00 P.M. - LIQUOR HEARING OFFICER

ATTEND VIRTUALLY

https://www.youtube.com/user/cityofsantafe

Request from Highgarden Entertainment, LLC, for the following:

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THE SANTA FE NEW MEXICAN

Founded 1849

AIKIN. LINDA
530 B HARKLE RD
SANTA FE, NM 87505

ACCOUNT: 5005
AD NUMBER: 0000283760
LEGAL NO 87517 P.O. #:

2 TIME(S)	126.56
AFFIDAVIT	20.00
TAX	11.52
TOTAL	148.08

AFFIDAVIT OF PUBLICATION

STATE OF NEW MEXICO
COUNTY OF SANTA FE

I, C. Valdez, being first duly sworn declare and say that I am Legal Advertising Representative of THE SANTA FE NEW MEXICAN, a daily newspaper published in the English language, and having a general circulation in the Counties of Santa Fe, Rio Arriba, San Miguel, and Los Alamos, State of New Mexico and being a newspaper duly qualified to publish legal notices and advertisements under the provisions of Chapter 167 on Session Laws of 1937; that the Legal No 87517 a copy of which is hereto attached was published in said newspaper 2 day(s) between 09/04/2020 and 09/11/2020 and that the notice was published in the newspaper proper and not in any supplement; the first date of publication being on the 4th day of September, 2020 and that the undersigned has personal knowledge of the matter and things set forth in this affidavit.

/S/ _____
LEGAL ADVERTISEMENT REPRESENTATIVE

Subscried and sworn to before me on this 11th day of September, 2020

Notary Anne M Ivanhower

Commission Expires: 2-20-22

OFFICIAL SEAL
Anne M Ivanhower
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires 2-20-22

LEGAL # 87517

CITY OF SANTA FE

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/s/Yolanda Y. Vigil
City Clerk

Pub. Sept. 4, 11 2020

Founded 1849

AIKIN. LINDA
530 B HARKLE RD
SANTA FE, NM 87505

ACCOUNT: 5005
AD NUMBER: 0000283760
LEGAL NO 87517 P.O. #:

2 TIME(S)	126.56
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/S/ _____
LEGAL ADVERTISEMENT REPRESENTATIVE

Subscried and sworn to before me on this 11th day of September, 2020

Notary _____

Commission Expires: 2-20-22

OFFICIAL SEAL
Anna M Isenhower
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires 2-20-22

LEGAL # 8751

CITY OF SANTA FE

NOTICE OF PUBLIC HEARING

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/s/Yolanda Y. Vigil
City Clerk

Pub. Sept. 4, 11 2020

NEW MEXICO SCHOOL FOR THE ARTS

New Mexico's Public High School for the Arts

October 5, 2020

City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909
gfcardenas@sfnm.gov

Re: Application for Beer and Wine License

Dear Mayor Webber and City Councilors:

This letter serves to state our support for Mr. George RR Martin's extension renovations to the area and buildings located at 418 and 420 Montezuma Avenue. We understand that the businesses will be dispensers of a full liquor license.

Sincerely,

Eric Crites

Eric Crites, Head of School
New Mexico School for the Arts

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: October 5, 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 Highgarden Entertainment 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 Jean Cocteau Cinema, 418 & 420 Montezuma Avenue, Santa Fe, which is within 300 feet of the New Mexico School of the Arts, 500 Montezuma Avenue.

b) If the waiver of the 300 foot location restriction is granted, consideration of transfer of location only of Inter-Local Dispenser Liquor License #2626 with on-premise consumption only and patio service from 418 & 420 Montezuma Avenue to 418 & 420 Montezuma Avenue (Expansion of Licensed Premises). This license will be located at the Jean Cocteau Cinema, 418 & 420 Montezuma Avenue.

BACKGROUND AND SUMMARY

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

MONTEZUMA AVE
418 & 420 Montezuma Avenue
PARK ST

CATEGORY Specific Use	RR	R-1 - R-6	R-7 - R-9	R-7 -	RC-5, RC-8	R-10 - R-29	MHP	RAC	AC**	C-1	C-2	C-4	H2	BCD	I-1	I-2	BIP	SC-1
Bar, cocktail lounge, nightclub, no outdoor entertainment								S[3,10]	S[3]		P*			P	P	P		P
Bar, cocktail lounge, nightclub, with outdoor entertainment								S[3,10]	S[3]		P*			P*	P*	P*		P
Restaurant - full service, with or without incidental alcohol service								S[3,10]	S[3]		P			P	P	P	S	
Restaurant with bar, cocktail lounge or nightclub comprising more than 15% of total serving area.								S[3,10]	S*[3]		P*			P*	P	P		P
Restaurant - Fast service/take-out, no drive-through drive-up								S[3,10]		P[4]	P	P[4]		P	P	P	S	
Restaurant - with drive-through drive-up											P*			P*	P*	P*	S	P

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: Highgarden Entertainment, LLC
   D/B/A Name to be used: Jean Cocteau Cinema
   Physical location where license is to be used: 418 & 420 Montezuma Ave
   Applicant Telephone Number: 505-466-5528

2. Type of liquor license request:

   ___ New license (indicate type: _____)
   X Transfer of location (indicate type: Expansion)
   ___ 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?

   X Yes
   ___ No

5. If the answer to questions #3 is yes, indicate the current hours of operation of the business.

   12 p.m. - 10 p.m.

   If the hours of operation will change due to the sale of liquor, indicate the revised hours.

   Should not change

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

   N/A

7. If the answer to question #3 is yes, indicate the anticipated change in business volume due to the sale of liquor:
   __ Business is expected to increase (number of customers per day: _____)
   __ Business is expected to decrease (number of customers per day: _____)
   X Business is expected to remain the same

8. If the answer to questions #3 is no, indicate the number of customers anticipated per day at the business.
   N/A

9. Estimate the number of customers per day who currently drive (or will drive) to the business versus the number who walk:
   60% Number of customers who drive
   40% Number of customers who walk

10. Has liquor ever been sold at this location?
   X Yes
   ___No

11. If the answer to question #10 is yes, indicate the name of the establishment and the year(s) that the liquor sales occurred.
   Jean Cocteau Cinema 2013-2020

12. Indicate which of the following statements best reflects your opinion regarding traffic impacts if this request is approved:
   __ Traffic can be expected to increase on adjacent streets.
   X Traffic will not increase on adjacent streets.

13. Is an outdoor seating/patio area included in the licensed premise?
   X Yes
   ___No

14. If the answer to question #13 is yes, is the outdoor area fully enclosed?
   X Yes
   ___No

Name of person completing this form: Rory Macpherson/ Linda Aikin
Telephone number: 505 913 0299 505 982 6224
Date: 9/24/20

(For City Use Only)

Based upon the information provided above, staff has the following comments:

X It does not appear that the approval of this request will create any unacceptable traffic impacts.

___It appears that the approval of this request will create unacceptable traffic impacts (see comments below).

___Other comments: _____

By: John Romero
Title: Engineering Division Director
Date: 09-29-20

cc102 8-2019

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Jamie Cassutt-Sanchez, District 4
JoAnne Vigil Coppler, District 4

MEMORANDUM

To: **Members of the Governing Body**

From: **Sally A. Paez, Assistant City Attorney**

Via: **Erin K. McSherry, City Attorney**

Re: **Appeal No. 2020-002644-APPL; Recommendation Concerning Appeal by Stefanie Beninato and John Eddy of the Historic Districts Review Board's Decision in Case #2020-002357-HDRB, which Approved an Addition at 203 East Santa Fe Avenue**

Date: **October 6, 2020; for the October 14, 2020 Meeting of the Governing Body**

I. INTRODUCTION

On September 23, 2020, Stefanie Beninato and John Eddy (Appellants) filed a verified appeal petition, asking the Governing Body to overturn the Historic Districts Review Board (Board) decision in Case #2020-002357-HDRB. **[Ex. A, Petition, pp. 7-13]** In that decision, the Board granted an application (Application) submitted by Wayne Lloyd and Associates (Agent) on behalf of Brian and Lisa Watson (Owners) for the construction of a 110 square-foot addition at 203 East Santa Fe Trail. **[Ex. E, Board Action Letter, p. 45]** The Board voted to approve the addition at a public hearing held August 11, 2020. **[Ex. C, Minutes, p. 41]** On September 8, 2020, the Board adopted written findings of fact and conclusions of law reflecting its decision. **[Ex. B, FOF & COL, pp. 15-17]**

The Land Use Director (Director) and City Attorney's Office (CAO) reviewed Appellants' appeal petition for conformity with the legal requirements set forth in the Santa Fe City Code (SFCC or Code) Section 14-3.17. After their review, the Director and CAO determined that Appellants failed to deliver notice of the appeal to the Owners in the timeframe required by law. The Director and CAO therefore recommend that the Governing Body deny the appeal without a public hearing.

II. ANALYSIS

SFCC Section 14-3.17 governs appeals. Under this section, the Director must "promptly review all appeals for conformity with the requirements of Section 14-3.17." SFCC § 14-3.17(D)(6). If the Director determines that an appeal does not conform to the requirements of SFCC Section 14-3.17, the City's Code dictates that the Director refer that determination to the CAO for review. *See* SFCC § 14-3.17(D)(6). If the CAO agrees with the Director, the CAO is required to prepare a written recommendation for discussion by the Governing Body. *Id.* § 14-3.7(D)(6)(a). If the Governing Body accepts the recommendation, the "decision is final and may be appealed to district court." *Id.* If the Governing Body disagrees with the recommendation, the case is scheduled for an appeal hearing. *See id.*

In this case, the Director promptly reviewed the appeal and determined that Appellants failed to deliver notice of the appeal to the Owners on time. Under SFCC Section 14-3.17(D)(2), "[w]ithin three days of the filing date, the appellant shall hand deliver a copy of the appeal to any appellee or deliver it by first-class certified mail."

The CAO concurs with the Director's determination that the appeal does not conform to the legal requirements of SFCC Section 14-3.17(D)(2). Appellants filed the appeal on September 23, 2020. **[Ex. A, Petition, pp. 8-13]** On October 1, 2020, the CAO contacted Appellants to confirm whether they had delivered notice to the Owners or their Agent, Mr. Lloyd, and Appellants confirmed that neither the Owners nor their Agent had been notified. **[Ex. J, Email and Supplementary Material, p. 92]** Appellants proceeded to deliver notice on October 1, 2020, eight days after they filed their appeal. **[*Id.* at 94]** Under the City's rules for computing deadlines, notice occurred five days late. *See* SFCC § 14-1.9(D) (explaining how to compute time deadlines in the Land Use Code).

"Rules and regulations adopted by city ordinance have the force of law." *Apodaca v. AAA Gas Co.*, 2003-NMCA-085, ¶ 48, 134 N.M. 77, 73 P.3d 215. "Having the force of law, municipal rules and regulations impose a standard and a duty to comply with that standard." *Id.* Even if Appellants were not aware of the three-day notice rule, a person's "[n]oncompliance is not excused by ignorance of the standard." *Id.* Additionally, in this case, the CAO provided Appellants with a courtesy copy of the City's land use appeal ordinance, which includes the notice deadline, before the appeal was filed. **[Ex. J, Emails, at 104]**

Appellants have suggested that the Owners accepted the late notice, and that the Governing Body should waive the three-day rule and consider the merits of the issues raised on appeal. **[*See id.* at 94, 97-103]** The CAO contacted Mr. Lloyd to inquire whether the Owners would be willing to waive the legal requirement of notice within three days of the filing of an appeal. Mr. Lloyd confirmed that the Owners did not wish to waive the notice requirement. **[*See id.* at 94, 96-97]**

Mr. Lloyd reported that the Owners had already incurred the expense of preparing final architectural drawings and had applied for a building permit. The Historic Preservation Division has approved the issuance of the building permit, which has been assigned a permit number: #2020-10958-ADDR. As reflected in the permit system (EnerGov) on October 6, 2020, the permit still requires additional review and approval by other divisions of the Land Use Department. The Land Use Department may not issue the permit until this appeal has been resolved. *See* SFCC § 14-3.17(E)(1)(c).

Under the SFCC, notice to the Owners must occur within three days of an appeal challenging the City's approval of the Owners' project. After the appeal period has passed, the Owners have a reasonable expectation that the City's decision is final and that the Owners can obtain building permits and construct the project. The City's land use appeal ordinance should be interpreted in a manner that that furthers "a party's opportunity to be heard at a meaningful time and in a meaningful manner," and "[p]rocedures shall adhere to procedural due process." SFCC § 14-3.17(l). The three-day notice requirement in the Code establishes the notice that the City deems appropriate to protect the procedural due process rights of the Owners and to ensure a fair process for all parties.

V. CONCLUSION

For the reasons described above, the CAO recommends that the Governing Body deny the appeal without a public hearing because Appellants failed to meet the legal requirement of delivering notice to the Owners within three days of the filing of the appeal, as required by SFCC Section 14-3.17(D)(2).

If the Governing Body accepts this recommendation, the City's decision is final and may be appealed to district court. *See* SFCC § 14-3.17(D)(6)(a). If the Governing Body does not accept this recommendation, the appeal will be set for a public appeal hearing before the Governing Body in accordance with Chapter 14 of the SFCC. *See id.*

VI. OPTIONS FOR MOTIONS

There are two options for motions, as follows:

- *I move to accept the recommendation of the City Attorney's Office and deny the appeal without a public hearing. The City's decision is final and may be appealed to the district court.*

- *I move to reject the recommendation of the City Attorney's Office and to set the appeal for a public hearing before the Governing Body in accordance with Chapter 14 of the Santa Fe City Code.*

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

APPENDIX A: EXCERPTS FROM SANTA FE CITY CODE

Computation of Time: SFCC § 1.9(D)
The time in which an act is to be done is computed by excluding the first day and including the last day. If a deadline or required date of action falls on a Saturday, Sunday or holiday observed by the city, the deadline or required date of action is the next day that is not a Saturday, Sunday or holiday observed by the city. References to days are calendar days unless otherwise stated.

Process to File an Appeal; Receipt; Service of Appeal: SFCC § 14-3.17(D)(2)
The land use director shall initial and enter the date and time of filing on both copies of the appeal and return one copy to the appellant. Within three days of the filing date, the appellant shall hand deliver a copy of the appeal to any appellee or deliver it by first-class certified mail.

Conformity of Appeal: SFCC § 14-3.17(D)(6):
The land use director shall promptly review all appeals for conformity with the requirements of Section 14-3.17. Upon determining that an appeal does not conform to the requirements, the land use director shall refer the matter to the city attorney for review.

(a) If the city attorney concurs with the land use director's determination, the city attorney's written recommendation shall be forwarded to the governing body for discussion. The governing body may accept the city attorney's written recommendation and the decision is final and may be appealed to district court. If the governing body does not accept the city attorney's recommendation, the appeal shall be heard as set forth in Chapter 14.

(b) If the city attorney does not concur with the land use director's determination, the appeal shall be heard as set forth Chapter 14.

Stay of Action and Suspension of Permits: SFCC § 14-3.17(E)
(1) Except as otherwise provided in this section, the timely filing of an appeal shall:

(a) suspend the issuance of a permit or the validity of a permit already issued that is the subject of the appeal; . . . and

(c) prohibit the issuance of a permit pursuant to that final action.

Due Process: SFCC § 14-3.17(I)
Interpretation of this section shall be made in favor of a party's opportunity to be heard at a meaningful time and in a meaningful manner. Procedures shall adhere to procedural due process.

Exhibits to City Attorney's Office Memorandum

Appeal No. 2020-2644-APPL of Case No. 2020-2357-HDRB

203 East Santa Fe Avenue, Stefanie Beninato & John Eddy (Appellants)

October 14, 2020 Meeting of the Governing Body

A	Verified Appeal Petition	Sept. 23, 2020	pp. 8-13
B	Historic Districts Review Board's Written Findings of Fact (FOF) and Conclusions of Law (COL)	Sept. 8, 2020	pp. 14-17
C	Relevant Excerpts from Board Meeting Minutes (approving written FOF & COL)	Sept. 8, 2020	pp. 18-26
D	Relevant Excerpts from Board Meeting Minutes (voting to approve application)	Aug. 11, 2020	pp. 27-43
E	Board Action Letter from Historic Preservation Division (HPD) Staff to Applicant	Aug. 11, 2020	pp. 44-45
F	HPD Staff Report	Aug. 11, 2020	pp. 46-53
G	Application & Attachments	July 20, 2020	pp. 54-78
H	Preliminary Zoning Review Worksheet	July 14, 2020	pp. 79-80
I	Historic Survey	1993	pp. 81-90
J	Email Correspondence and Supplemental Materials from the Parties	Oct. 1-5, 2020	pp. 91-104

EXHIBIT

A

LUD Use Only

Time Filed: 4:00 pm
Fee paid: $ 100 —
Receipt attached: yes

(date stamp)

RECEIVED
SEP 23 2020
BY: LR

VERIFIED APPEAL

PETITION

Two originals of this form must be filed. The Land Use Department Director or his/her designee will enter the date and time of receipt and initial both originals. See Section 14-3.17(D) SFCC 2001 for the procedure.

Appellant Information

Name: Beninato (Last) Stefanie (First) Eddy John (M.I.)

Address: PO Box 1601 (Street Address) 227 E Palace Ave Suite D (Suite/Unit #)

Santa Fe NM 87504 (City) Santa Fe NM 87501 (State / ZIP Code)

Phone: (505) 9888022 E-mail Address: 5056607675

Additional Appellant Names: info@howephd-willtravel.com jmaxeddy@earthlink.net

Correspondence Directed to: ☐ Appellant ☐ Agent ☒ Both

Agent Authorization (if applicable)

I/We: _____

authorize _____ to act as my/our agent to execute this application.

Signed: _____ Date: _____

Signed: _____ Date: _____

Subject of Appeal

Project Name: 203 E Santa Fe Ave

Applicant or Owner Name: Usa + Brian Wilson / Wayne Lloyd agent/architect

Location of Subject Site: 203 E Santa Fe Ave

Case Number: 2020-002357 HDRB Permit Number (if applicable): _____

Final Action Appealed:

☐ Issuance of Building Permit ☐ Other Final Determination of LUD Director

Final Action of Board or Commission (specify): ☐ Planning Commission ☐ Board of Adjustment ☐ BCD-DRC ☒ HDRB

Basis of Standing (see Section 14-3.17(B) SFCC 2001):

See attached

Basis for Appeal: ☒ The facts were incorrectly determined ☒ Ordinances/laws were violated and/or misrepresented

Description of the final action appealed from, and date on which final action was taken:

see attached

☐ Check here if you have attached a copy of the final action that is being appealed.

Description of Harm

Describe the harm that would result to you from the action appealed from (attach additional pages if necessary):

See attached

Explain the Basis for Appeal

Please detail the basis for Appeal here (be specific):

See attached

Signature and Verification

I hereby certify that the documents submitted for review and consideration by the City of Santa Fe have been prepared to meet the minimum standards outlined in the Land Development Code, Chapter 14 SFCC 2001. Failure to meet these standards may result in the rejection or postponement of my application. I also certify that I have met with the City's Current Planning staff to verify that the attached proposal is in compliance with the City's zoning requirements.

Appellant Signature: John Eddy Date: (SE) 22 9/[illegible]/20

Appellant Agent Signature: Stefanie Beninato Date: 22 Sept 20

State of New Mexico)
) ss.
County of Santa Fe)

I/We (f)(SE) ~~Stephanie~~ Beninato + JOHN EDDY, being first duly sworn, depose and say: I/We have read the foregoing appeal petition and know the contents thereof and that the same are true to my/our own knowledge.

Appellant/s:

John Eddy
Signature

Stefanie Beninato
Signature

JOHN EDDY
Print Name

Stefanie Beninato
Print Name

Subscribed and sworn to before me this 22 day of September, 20 20.

Maheli Hall
NOTARY PUBLIC

My commission expires: 03/25/28 ~~03/25/23~~

OFFICIAL SEAL
Maheli Hall
NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires: 03/25/23

CASE 2020002357 HDRB 203 E SANTA FE AVE WILSON/LLOYD
APPLICANTS ATTACHMENTS

STANDING

Both appellants are professionals in the field of historic preservation and have an aesthetic and economic interest in the rightful preservation of historic structures especially significant structures. There are very few significant buildings in Santa Fe and especially in this district (Don Gaspar Historic District located in So Capitol area).

We are both members of the Old Santa Fe Association although we are acting as individuals and not on the behalf of the board. Dr. Beninato is also a long term member of the National Trust for Historic Preservation and has several publications on historic homes done for partial compliance with the HDRB or the Archaeological Review Board.

Dr Beninato lives in the So Capitol area and goes by this building on a regular basis. She has long appreciated the history of that building particularly as it exemplifies the role of Italians in Santa Fe's history and culture. She features it on a garden tour.

We as members of the public are beneficiaries of the Historic Design Review ordinance (14.5-2 A1)(" In order to promote the economic, cultural, and general welfare of the people of the city and to ensure the harmonious, orderly and efficient growth and development of the city , it is deemed essential by the governing body that the qualities relating to the history of Santa Fe, and a harmonious outward appearance, which preserve property values and attract tourists and residents alike, be preserved, some of these qualities being:-The continued existence and preservation of historical areas and buildings...")

We are not only members of the public who are intended beneficiaries of this ordinance but did attend and/or participate as members of the public in this particular case in which opposition was expressed to the granting of exceptions to alter a primary façade and remove historic materials on a significant structure. As a tour guide, it is essential for Beninato's economic health that tourists continue to find Santa Fe's historic architecture, scale and mass appealing—History is the major reason tourists come to Santa Fe according to the late Mike Cerletti who was the head of the State Tourism Department.

Furthermore we see the existence and continued efforts at protection of our architectural heritage as being crucial to the determination and understanding of our cultural patrimony as Santa Feans.

DESCRIPTION OF FINAL ACTION APPEALED

Board allowed removal of historic material and an addition to a primary façade of a significant structure in the Don Gaspar Historic Neighborhood, virtually obscuring that entire primary façade. The exception hardship was "aging in place" and the *future possibility* of the need for a wheelchair accessible bathroom. The owners said the current bathroom was too small and even with the two other additions to the structure, they seemingly could not figure out a different place for this future-needed bathroom. The Board found that the owners had met the exception criteria for removal of historic material and for adding onto a primary façade. Although hotly debated, the prevailing view that it was "just covering up a couple of windows" without acknowledging the almost complete obfuscation of one of the primary façades and that it was too close to the primary façade on the W side of the bldg.. See attached relevant parts of ordinance.

HARM

1. Loss of a significant structure without requiring the owner to offer an adequate reason for a current hardship and to provide alternative designs for the bathroom within the existing structure.

2 Failure of the Board to call for a status review on a building that 4/7 members recognized may have already lost significant status because of prior decisions of the Board. It should be noted that the white-sided addition was done for the Oil and Gas Association was unlawful since the head of the Oil and Gas Association did not live there and it was not a "home occupation."
3. The use of "aging in place" as a criterion for hardship will result in the Board being required to find hardship for every applicant because aging in place is a universal life condition.
4 Giving exceptions for possible future needs results in changes to significant and contributing structures for needs that are not current and may never occur. Is a possible future need more important than the preservation of a structure that has had few alterations in the past nearly 100 years?
As professionals in the historic preservation field, we feel that this speculative "aging in place" standard and the failure of the board to seriously consider the loss of significant status in this case will create a slippery slope for change at the expense of historic homes and preservation.

BASIS FOR APPEAL
1 The city failed to require an exception for placing an addition less than 10 feet from the western façade which is also primary. 14-5.2 D2 c and d
2 The board did not require the owner to explore other design options within the existing footprint which has already been added onto twice—once improperly because the owner was a commercial entity that was using the building for commercial purposes when it was not zoned for commercial use.
3. Aging in place is not a hardship. It is a universal life condition. If the Board begins using "aging in place" as a hardship criterion based on a possible future need, then the "exception" process will become a rubber stamp because everyone is aging in place and anyone can project future needs that may never happen
4 In significant buildings every façade is primary, unlike contributing buildings– which may just have one primary façade. Using the criterion that you can distinguish the add-on from the original is a secondary question to the obfuscation of a primary façade and that action's impact on status.
5 Proper procedure for considering and downgrading the status was not followed.
6. The need for a speculative future use can never be conclusively proven as required by ordinance.
7 The decision was arbitrary and capricious and not made in compliance with the relevant HDRD ordinance.

DISCUSSION OF BASIS FOR APPEAL
According to the agent/architect, the need is purely speculative: "More importantly, as they hope they are never in a wheelchair, but the proposed bathroom gives the proper distances...and would allow them to age in place..."
Ord 14.5-2D1a states that exceptions cannot be granted that will result in the structure's loss of status. Appropriately, Board members Katz, Biedscheid and Bienvenu opposed the application because it obscured a primary façade and they felt the building would lose its significant designation. Member Bienvenu also found that the code required status update first. It is clear from the discussion that other board members downplayed the obscuring of a primary façade to just "changing a couple of windows." The use of the windows on the new addition does not maintain the original façade—it is an attempt at faux history.

Furthermore, the proposed addition would cover up the last remaining third of a primary façade. If this façade was protected instead, as it should be, it would allow a viewer to at least discern and visualize what the historic structure looked like when it was originally built.

Vice Chair Katz, after looking at the photo of the rear of the house pointed out that the back of the house would be obscured by ¼ to 1/3 of that façade. He stated: "The importance of significance status is that the Board thinks every side counts. If they say cover it over, [it] means that every side doesn't count...He did not think the "code allows the Board to approve an addition that compromises status.

Member Biedscheid stated that the proper way to handle the case was "to restatus as contributing and then approve the addition." She expressed concern because "there is not an opportunity to assess status after additions..."

Member Bienvenu stated that "as a technical matter, his concern is that this doesn't seem to be allowed for a significant building and this [action] would not automatically result in a downgrade." He felt there should be "some accommodation made to comply with the code"

Chair Rios explanation of her vote was contradictory and not in compliance with the HDRD ordinances. She said "although her preservation self thinks this may not be correct, the addition is not that big...They may have to revisit it to downgrade status or have an intense discussion whether it should remain significant or be downgraded."

Member Guida's distinction between architecture and design and his characterization that it is only two windows and the explanation Chair Rios made when breaking the tie vote shows that the Board acted in an arbitrary, capricious manner in violation of the historic ordinance which prohibits additions onto primary facades of significant structures without adequate grounds for the exception.

Impact on the building's status needs to be determined *before* exceptions are granted (14.5-2 D1(a)). Our belief is that this proposal should have triggered a status review upon submittal. Approval without status review unfortunately resulted in a significant property receiving a *de facto* downgrade without proper due process.

Member Guida's dismissal of the covering of 1/3 of a primary façade as just covering up a couple of windows is not supported by the evidence in the record. Two other windows will also be removed, as was pointed out by Chair Rios. His was a dismissive approach to an important question of status for a significant building.

We ask that the Council not approve the addition since it did not meet the hardship criterion and would cover a primary façade on a significant structure, thereby lowering its status. We ask the Council to send it back to the Board for a status review. Once a status review has been performed, then and only then should the application be (re)considered. We also ask the Council to direct the Board that aging in place is **not** a hardship.

3/3

City of Santa Fe, NM
Planning Department
200 Lincoln
Sante Fe, NM 87507-4808
(505)955-4333
Welcome

0365-0011 Clarence 09/22/2020 10:51AM

INVOICE
Beninato, Stefanie
2020-002644--APPL
2020 Item: INV-00018942
Appeal Fee - Plan - All
Appeals 100.00

100.00

btotal 100.00
tal 100.00

EDIT CARD 100.00

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ange due 0.00

id by: Beninato, Stefanie

Signature: _____

Thank you for your payment

City of Santa Fe, NM COPY

EXHIBIT

B

ITEM # 20-0489

City of Santa Fe
Historic Districts Review Board
Findings of Fact and Conclusions of Law

Case #2020-002357-HDRB
Address – 203 East Santa Fe Avenue
Agent's Name - Wayne Lloyd and Associates
Owner/Applicant's Name – Lisa and Brian Watson

THIS MATTER came before the Historic Districts Review Board ("Board") for hearing on August 11, 2020.

BACKGROUND

203 East Santa Fe Avenue is a single-family residential structure listed as Significant to the Don Gaspar Area Historic District. The original structure was built by 1928 in a late Victorian "Hipped Box" style out of red brick. It has a steep hipped asphalt shingle roof and 1-over-1 wood double hung windows. An addition was made on the rear (north) side of the house around 1986 of a similar red brick with a shed roof, and a further addition was added on to this, extending north, around 2003 with horizontal white colored siding. These additions have covered over the north façade except for an 11-foot-long section on the northwest corner of the residence.

The Applicant requests to construct of an addition on the north façade, extending from the first addition to within one foot of the west corner. The proposed addition would be ten feet from west to east and eleven feet from north to south. It would be made of brick differentiated from the original with a flat roof of TPO in a tan color shielded from view by a low parapet with white painted territorial detailing. The original north-facing window would be re-used on the north façade, and an identical window would be installed facing west. The field stone exposed stem-wall foundation would be carried over from the historic structure.

Two exceptions are required for this application – one to place an addition on a primary façade, per Section 14-5.2(D)(2)(c), and one to remove historic material, per Section 14-5.2(D)(1)(a).

FINDINGS OF FACT

After conducting a public hearing and having heard from the Applicant and all interested persons, the Board hereby FINDS, as follows:

1. Land Use Department Staff conducted a preliminary zoning review ("PZR") and determined that the Application appears to meet the underlying zoning standards set forth in the Santa Fe City Code ("SFCC").
2. Historic Preservation Division Staff reviewed the Application and related materials and information submitted by the Applicant for conformity with applicable SFCC requirements and provided the Board with a written report of its findings ("Staff Report"), which evaluates the factors relevant to the Application.

3. Historic Preservation Division Staff Recommendation: Staff recommended approval of the proposed project and found that the application complies with SFCC Sections 14-5.2(D), General Design Standards for all Historic Districts; and 14-5.2(H), Don Gaspar Area Design Standards. Staff recommended that the application for exceptions to remove historic material (SFCC Section 14-5.2(D)(1)(a)) and to construct and addition on a primary façade (SFCC Section 14-5.2(D)(2)(c)) have been met.
4. The project is subject to the requirements and general design standards set forth in SFCC Section 14-5.2(D), General Design Standards.
5. The project is subject to SFCC Section 14-5.2(C), Regulation of Significant and Contributing Structures.
6. The property is located in the Don Gaspar Area Historic District and is subject to the district design standards set forth in SFCC Section 14-5.2(H).
7. Under SFCC Section 14-5.2(D)(1)(a), an exception is required to remove historic material on a primary façade.
8. The Applicant proposes to remove historic material on a primary façade.
9. Staff determined that an exception to SFCC Section 14-5.2(D)(1)(a) would be required for approval of the Application, and the Applicant requested an exception.
10. To obtain an exception, the Applicant was required to conclusively demonstrate that the three exception criteria set forth in SFCC Section 14-5.2(C)(5)(b) have been met.
11. Based on the information set forth in the Staff Report and exhibits, and the evidence and testimony presented at the hearing, the Board agrees with Staff's finding that the Applicant has conclusively demonstrated that all exception criteria have been met.
12. Under SFCC Section 14-5.2(D)(2)(c), an exception is required to construct an addition on a primary façade.
13. The Applicant proposes to construct and addition on a primary façade.
14. Staff determined that an exception to SFCC Section 14-5.2(D)(2)(c) would be required for approval of the Application, and the Applicant requested an exception.
15. To obtain an exception, the Applicant was required to conclusively demonstrate that the three exception criteria set forth in SFCC Section 14-5.2(C)(5)(b) have been met.
16. Based on the information set forth in the Staff Report and exhibits, and the evidence and testimony presented at the hearing, the Board agrees with Staff's finding that the Applicant has conclusively demonstrated that all exception criteria have been met.
17. The Board finds that the Applicant has conclusively demonstrated that all of the exception criteria have been met for both of the requested exceptions.
18. Under SFCC Sections 14-2.6(B)-(C), 14-5.2(A)(1), 14-5.2(C)(2)(a-d & f), 14-5.2(C)(3)(a-b), 14-5.2(C)(4), 14-5.2(C)(5), and 14-5.2(D), the Board has authority to review, approve, with or without conditions, or deny, all or some of the Applicant's proposed design to assure overall compliance with applicable design standards.
19. Under SFCC Section 14-5.2(C)(3)(b), the Board has the authority to approve an application for alteration or new construction on the condition that changes relating to exterior appearance recommended by the Board be made in the proposed work, and no permit is to issue until new drawings or documentation, satisfactory to the Board, have been submitted.
20. The information contained in the Staff Report and exhibits, and the testimony and evidence submitted at the hearing, establishes that all applicable requirements for Board review as herein described have been met.

21. The information contained in the Staff Report and exhibits, and the testimony and evidence submitted at the hearing, establishes that all applicable design criteria have been met.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Board acted upon the Application as follows:

1. The Board has the authority to review and approve the Application.
2. The Board grants the exceptions requested in the Application.
3. The Board approves the Application, as recommended by Staff, with the following additional conditions:
    - That wood siding be employed instead of brick;
    - That the brick wall and column be replaced with a wood balustrade; and
    - That drawings be resubmitted to staff for administrative approval.

IT IS SO ORDERED ON THIS 8TH DAY OF SEPTEMBER, 2020, BY THE HISTORIC DISTRICTS REVIEW BOARD OF THE CITY OF SANTA FE.

Cecilia Rios
Chair

9/23/2020
Date

FILED:

Yolanda Y. Vigil
City Clerk

9/24/20
Date

APPROVED AS TO FORM:

Sally A. Paez
Assistant City Attorney

September 8, 2020
Date

EXHIBIT

C

City of Santa Fe

Agenda

HISTORIC DISTRICTS REVIEW BOARD FIELD TRIP

*****FIELD TRIP CANCELLED*****

HISTORIC DISTRICTS REVIEW BOARD HEARING

TUESDAY, September 8, 2020 at 5:30 P.M.

ATTEND VIRTUALLY

*****AMENDED*****

SPECIAL PROCEDURES FOR VIRTUAL ATTENDANCE AND PUBLIC COMMENT:

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

Viewing on YouTube: Members of the public may stream the meeting live on the City of Santa Fe's YouTube channel at https://www.youtube.com/channel/UCuW5Fb7iWuKpTdsWYNDurgA. The YouTube live stream can be accessed at this address from most computers, mobile devices, and smartphones. A video recording of the meeting will be posted on YouTube and available for viewing after the meeting.

Attending on Zoom: Members of the public may attend the Zoom meeting on a computer, mobile device, or phone. The video conference link and teleconference number are as follows:

- Zoom link: https://us02web.zoom.us/j/82970442548?pwd=WXhKOVJKV2psSGdYN01RRkptZnBFdz09 (Passcode: 436542)
- Phone numbers: +1 253 215 8782 or +1 301 715 8592 (Webinar ID: 829 7044 2548)

This information will also be posted on the City of Santa Fe's Calendar of Events website at least seventy-two (72) hours before the meeting: https://www.santafenm.gov/events.

Public Comment:

- By internet: A person attending the Zoom meeting using a computer, mobile device, or smart phone may provide public comment during the meeting. Attendees should use the "Raise Hand" function to be recognized by the chair to speak at the appropriate time.
- By phone: A person attending the Zoom meeting by phone may provide public comment during the meeting but **must** provide advance notice to City staff. Please contact Lani McCulley (505-365-3055, ljmcculley@santafenm.gov) no later than Friday, August 21, 2020, and provide your **full name, address, and the phone number** you will be using to call in to the teleconference. Without your phone number, the chair will not be able to recognize you to speak at the meeting.
- In writing: A person may submit written public comments in advance of the meeting by email (LandUsePublicComment@santafenm.gov) or U.S. Postal Service (City of Santa Fe, ATTN: Lani McCulley, PO Box 909, Santa Fe, NM 87504-0909). Please include your full name and address, and identify the specific agenda item you are commenting on. To be included in the official record and considered at the hearing, written public comment **must** be received no later than Friday, September 4, 2020.

CALL TO ORDER

A. ROLL CALL

B. APPROVAL OF AGENDA

C. APPROVAL OF MINUTES:

1. **HDRB Field Trip minutes: N/A**
2. **HDRB Hearing minutes: August 11, 2020**

D. FINDINGS OF FACT & CONCLUSIONS OF LAW

Case #2020-002356-HDRB. 224 Maynard Street.
Case #2020-002194-HDRB. 1160 Camino de Cruz Blanca.
Case #2020-002254-HDRB. 141 Camino Escondido.
Case #2020-002357-HDRB. 203 East Santa Fe Avenue.

E. BUSINESS FROM THE FLOOR
F. ACTION ITEMS

1. Case #2020-002475-HDRB. 552 East Coronado Street. Downtown and Eastside Historic District. Gurule Construction, agent for Ronald Stern, owner, proposes to construct a roof deck and exterior stairs on a non-contributing accessory structure. (Daniel Schwab, 955-6660, dnschwab@santafenm.gov)

2. Case #2020-002359-HDRB. 510 Halona Street. Downtown & Eastside Historic District. Garrett Werner, owner, proposes to increase the height of an existing yard wall at a non-contributing residential property. (Angela Schackel Bordegaray, 955-6127, asbordegaray@santafenm.gov) (POSTPONED FROM 8/11/2020)

3. Case #2020-002451-HDRB. 1146 Canyon Road. Downtown and Eastside Historic District. Carol Ware, agent for CC Culver, owner, proposes to enclose a portal and create a new entry on a non-contributing residential structure. (Angela Schackel Bordegaray) (POSTPONED FROM 8/25/2020)

4. Case #2020-002355-HDRB. 806 Don Gaspar Avenue. Don Gaspar Area Historic District. Daniel Strongwater, applicant/owner, proposes to replace a shingle roof with a metal roof and to construct a yardwall on a contributing residential structure. An exception is requested, per Section 14-5.2(D)(6). (Daniel Schwab) (POSTPONED FROM 8/11/2020)

5. Case #2020-002422-HDRB. 225 East Marcy Street. Dowtown & Eastside Historic District. Daniel Strongwater, applicant/owner, requests primary façade designation for a contributing structure. (Daniel Schwab) (POSTPONED FROM 8/25/2020)

6. Case #2020-002421-HDRB. 1243 Canyon Road. Downtown and Eastside Historic District. Martinez Architectural Studio, agent for Price Lind Holdings, owner, proposes partial demolition, new additions and window replacements on a non-contributing residential structure. (Daniel Schwab) (POSTPONED FROM 8/25/2020)

7. Case #2020-001740-HDRB. 212 Barela Street. Downtown and Eastside Historic District. Joe Simmons and Wendy Waites, agents/owners, propose to construct residential structures on a vacant lot. (Daniel Schwab) (POSTPONED FROM 8/25/2020)

8. Case #2020-002420-HDRB. 512 Acequia Madre Unit C. Downtown and Eastside Historic District. Michael Munson, applicant/owner, requests a status review and primary façade designation, if applicable, for a non-contributing residential structure. (Daniel Schwab) (POSTPONED FROM 8/25/2020)

9. Case #2020-002480-HDRB. 512 Acequia Madre Unit C. Downtown and Eastside Historic District. Michael Munson, agent/owner, proposes to raise a yardwall, construct a pergola and fencing, replace windows, install exterior lighting, and other minor alterations on a contributing residential structure. (Daniel Schwab)

10. Case #2020-002257-HDRB. 1303 Camino Corrales. Historic Review District. Autotroph Inc, agent for Water Gardens Trust, owner, proposes to construct a new, free-standing structure featuring an entry block, roof deck, and stair/elevator tower on an undeveloped portion of a residential property. An exception is requested to exceed the maximum allowable height, per 14-5.2(D)(9). (Lisa Gavioli Roach, 955-6657, lxroach@santafenm.gov) (POSTPONED FROM 8/25/2020)

G. COMMUNICATIONS

1. 2021 HDRB Hearing Schedule. Presented by staff for review and approval.

H. DISCUSSION ITEMS
I. MATTERS FROM THE BOARD
J. ADJOURNMENT

Cases on this agenda may be postponed to a later date by the Historic Districts Review Board at the noticed meeting. Please contact the Historic Preservation Division at 955-6605 or check https://www.santafenm.gov/historic_districts_review_board for more information regarding cases on this agenda. Persons with disabilities in need of accommodations, contact the Historic Preservation Division office at (505) 955-6605 five (5) working days prior to the meeting date.

RECEIVED AT THE CITY CLERK'S OFFICE
DATE: September 1, 2020
TIME: 1:17 PM

SUMMARY INDEX
HISTORIC DISTRICTS REVIEW BOARD
September 8, 2020

ITEM	ACTION TAKEN	PAGE(S)
Call to Order	5:30 pm	1
A. Roll Call	Quorum Present	1
B. Approval of Agenda	Approved	1-2
C. Approval of Minutes August 11, 2020 Hearing	Approved as Amended	2
D. Findings of Fact & Conclusions of Law	Approved as Submitted	2
E. Business from the Floor	Comments	2-3
F. Action Items		
1. Case #2020-002475-HDRB 552 East Coronado Street	Approved	3-5
2. Case #2020-2359-HDRB 510 Halona Street	Approved	5-7
3. Case #2020-002451- HDRB 1146 Canyon Road	Approved w/condition	7-11
4. Case #2020-2355-HDRB 806 Don Gaspar Ave.	Denied	11-30
5. Case #2020-002422-HDRB 225 East Marcy Street.	Designations	30-34
6. Case #2020-002421-HDRB 1243 Canyon Road	Approved	34-37
7. Case #2020-001740-HDRB 212 Barela Street	Approved	37-43

8. Case #2020-002420-HDRB 512 Acequia Madre Unit C	Approved	43-45
9. Case #2020-002480-HDRB 512 Acequia Madre Unit C	Postponed	45-50
10. Case #2020-002257-HDRB 1303 Camino Corrales	Denied	50-70
H. Discussion Items	Schedule approved	71
I. Matters from the Board	Comments	71
J. Adjournment	Adjourned at 11:45 p.m.	71

MINUTES OF THE CITY OF SANTA FE
HISTORIC DISTRICTS REVIEW BOARD
SEPTEMBER 8, 2020
VIRTUAL HEARING

CALL TO ORDER

A regular meeting of the City of Santa Fe Historic Districts Review Board was called to order by Cecilia Rios, Chair, on the above date at approximately 5:30 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 as follows:

MEMBERS PRESENT:
Ms. Cecilia Rios, Chairwoman
Mr. Frank Katz, Vice Chair
Ms. Jennifer Biedscheid
Mr. John Bienvenu
Mr. Anthony Guida
Ms. Flynn G. Larson
Mr. Buddy Roybal

MEMBERS EXCUSED:

OTHERS PRESENT:
Ms. Lisa Roach, Planner Manager
Mr. Daniel Schwab, Senior Planner
Ms. Angela Bordegaray, Senior Planner
Ms. Sally Paez, Assistant City Attorney
Ms. Melissa 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 Historic Preservation Office and available on the City of Santa Fe Website.**

B. APPROVAL OF AGENDA

MOTION: Member Roybal moved, seconded by Member Guida to approve the agenda, as amended.

Member Roybal indicated he would recuse himself on the last case #2020-002257 on 1303 Camino Corrales.

VOTE: The motion passed by unanimous (6-0) roll call vote with Members Biedscheid, Bienvenu, Guida, Katz, Larson and Roybal voting in favor and none voting against.

C. APPROVAL OF MINUTES:

1. HDRB Hearing Minutes August 11, 2020

Chair Rios requested the following amendments:

- On page 6, under Board Discussion, it should read "Chair Rios ~~thought~~ said that"
- On page 37, second paragraph from top should read, "Chair Rios stated that the significant status should remain, as it gives weight to the three sides of the house that are intact and should be preserved. The north side, however, has been compromised."
- On page 53, under Board Discussion, the second sentence should read, "She personally has driven in the *subject area* and coverage in the area is lacking". The word Paseo should be deleted.

MOTION: Member Guida moved, seconded by Member Biedscheid, to approve the HDRB Hearing Minutes of August 11, 2020, as amended.

VOTE: The motion passed by unanimous (6-0) roll call vote with Members Biedscheid, Bienvenu, Guida, Katz, Larson and Roybal voting in favor and none voting against.

D. FINDINGS OF FACT AND CONCLUSIONS OF LAW

Case #2020-002356-HDRB. 224 Maynard Street.
Case #2020-002254-HDRB. 141 Camino Escondido.
Case #2020-002194-HDRB. 1160 Camino de Cruz Blanca.
Case #2020-002357-HDRB. 203 East Santa Fe Avenue.

MOTION: Member Guida moved, seconded by Member Larson, to approve the Findings of Fact and Conclusions of Law, as presented.

VOTE: The motion passed by majority (6-0) roll call vote with Members Biedscheid, Bienvenu, Guida, Katz, Larson and Roybal voting in favor and none voting against.

E. BUSINESS FROM THE FLOOR

Stefanie Beninato asked about the follow up on the plaque on the Obelisk. She brought that up at the last meeting and Ms. Roach said she would follow up. She thought the decision for 203 E. Santa Fe Avenue was unfortunate. She couldn't see how you can have a significant structure when one of the façades is covered. The "aging in place" is a very bad precedent. Also, she would bring to the Board's attention that 845 Don Cubero has a front house and a guest unit, and they have stuccoed. They are talking about reroofing and were pulling off portal roofs. She was told by Land Use that there are permits for the project, but the main unit has no visible permit on it. Also, on the south side, the primary façade on a contributing structure, they are doing stucco. She wanted to know if they would be addressing the windows because they need maintenance. She indicated further up that alley is a nice stone wall that has had changes made to it, but it is coming apart and part is held with baling wire. The wood slatted fence behind it is coming down in sections and difficult to tell if deliberately taken down. Her hope was that staff would look at that when in the area, but they didn't. It is an important wall to preserve in that streetscape.

Chair Rios asked if Ms. Roach had comments on the Obelisk plaque.

Ms. Roach replied she has asked the question but has no answer.

F. ACTION ITEMS

Chair Rios noted there were ten action items before the Board. She reminded applicants if they disagreed with the decision of the Board, they have the option to appeal to the City Council within 15 days after the Findings of Fact and Conclusions of Law have been approved.

1. **Case #2020-002475-HDRB. 552 East Coronado Street.** Downtown and Eastside Historic District. Gurule Construction, agent for Ronald Stern, owner, proposes to construct a roof deck and exterior stairs on a noncontributing accessory structure. (Daniel Schwab, 955-6660, dnschwab@santafenm.gov)

Amanda Lujan, sign language interpreter, translated for the applicant.

MOTION: Vice Chair Katz moved to approve the proposed hearing schedule as presented. Member Guida seconded the motion.

VOTE: The motion passed by unanimous (5-0) roll call vote with Members Biedscheid, Bienvenu, Guida, Katz, Larson and voting in favor and none voting against.

H. DISCUSSION ITEMS

None.

I. MATTERS FROM THE BOARD

Chair Rios thanked everyone.

J. ADJOURNMENT

Chair Rios adjourned the meeting at approximately 11:45 p.m.

Approved by:

Cecilia Rios

Cecilia Rios, Chair

Submitted by:

Melissa D Byers

Melissa D. Byers, Stenographer
For Byers Organizational Support Services

EXHIBIT

D

City of Santa Fe

Agenda

HISTORIC DISTRICTS REVIEW BOARD FIELD TRIP

*****FIELD TRIP CANCELLED*****

HISTORIC DISTRICTS REVIEW BOARD HEARING

TUESDAY, August 11, 2020 at 5:30 P.M.

ATTEND VIRTUALLY

***** AMENDED *****

SPECIAL PROCEDURES FOR VIRTUAL ATTENDANCE AND PUBLIC COMMENT:

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- Zoom link: https://us02web.zoom.us/j/89603636237?pwd=V05QOFNmOFpnODA0QjU1bFJaeXhSQT09 (Password: 078441)
- Phone numbers: +1 253 215 8782 or +1 301 715 8592 (Webinar ID: 896 0363 6237)

This information will also be posted on the City of Santa Fe's Calendar of Events website at least seventy-two (72) hours before the meeting: https://www.santafenm.gov/events.

Public Comment:

- By internet: A person attending the Zoom meeting using a computer, mobile device, or smart phone may provide public comment during the meeting. Attendees should use the "Raise Hand" function to be recognized by the chair to speak at the appropriate time.
- By phone: A person attending the Zoom meeting by phone may provide public comment during the meeting but **must** provide advance notice to City staff. Please contact Lani McCulley (505-365-3055, ljmcculley@santafenm.gov) no later than Friday, August 7, 2020, and provide your **full name, address, and the phone number** you will be using to call in to the teleconference. Without your phone number, the chair will not be able to recognize you to speak at the meeting.
- In writing: A person may submit written public comments in advance of the meeting by email (LandUsePublicComment@santafenm.gov) or U.S. Postal Service (City of Santa Fe, ATTN: Lani McCulley, PO Box 909, Santa Fe, NM 87504-0909). Please include your full name and address, and identify the specific agenda item you are commenting on. To be included in the official record and considered at the hearing, written public comment **must** be received no later than Friday, August 7, 2020.

CALL TO ORDER

A. ROLL CALL

B. APPROVAL OF AGENDA

C. APPROVAL OF MINUTES:

1. **HDRB Field Trip minutes: N/A**
2. **HDRB Hearing minutes: July 28, 2020**

D. FINDINGS OF FACT & CONCLUSIONS OF LAW

Case #2020-002251. 512 Abeyta
Case #2020-002306-HDRB. 1301 C Canyon Road.
Case #2020-002255-HDRB. 141 Camino Escondido.
Case #2020-002326-HDRB. 640 Garcia Street.

E. BUSINESS FROM THE FLOOR

F. COMMUNICATIONS

G. ACTION ITEMS

1. Case #2020-002356-HDRB. 224 Maynard Street. Westside-Guadalupe Historic District. John Hertz, owner, proposes to construct an addition and renovations, raise parapets, and replace windows and doors on a non-contributing residential structure. (Angela Schackel Bordegaray, 955-6127, asbordegaray@santafenm.gov)

2. Case #2020-002254-HDRB. 141 Camino Escondido. Downtown & Eastside Historic District. David Schutz, agent for John Josephakis, owner, proposes additions, window replacements at a contributing residence and demolition of a non-publicly-visible, freestanding, non-contributing structure. (POSTPONED FROM 7/28/2020) (Angela Schackel Bordegaray)

3. Case #2020-002359-HDRB. 510 Halona Street. Downtown & Eastside Historic District. Garrett Werner, owner, proposes to increase the height of an existing yard wall at a non-contributing residential property. (Angela Schackel Bordegaray)

4. Case #2020-002355-HDRB. 806 Don Gaspar Avenue. Don Gaspar Area Historic District. Daniel Strongwater, applicant/owner, proposes to replace a shingle roof with a metal roof on a contributing residential structure. An exception is requested, per Section 14-5.2(D)(6). (Daniel Schwab, 955-6660, dnschwab@santafenm.gov)

5. Case #2020-002357-HDRB. 203 East Santa Fe Avenue. Downtown and Eastside Historic District. Wayne Lloyd and Associates, agent for the Watsons, owners, proposes to construct an addition on a significant residential structure. Two exceptions are requested to remove historic material and to construct on a primary façade, per Section 14-5.2(D)(1)(a) and Section 14-5.2(D)(2)(c). (Daniel Schwab)

6. Case #2020-002194-HDRB. 1160 Camino de Cruz Blanca. Historic Review District. Sean Milks of Gravity Pad Partners, LLC, agent for St. John's College, owner, proposes to install a 75'-tall AT&T "monopine" telecommunications tower. A telecommunications waiver is requested to exceed the maximum allowable height, per Section 14-6.2(E)(8)(c). (POSTPONED FROM 7/14/2020) (Lisa Gavioli Roach, 955-6657, lxroach@santafenm.gov)

H. DISCUSSION ITEMS

I. MATTERS FROM THE BOARD

J. ADJOURNMENT

Cases on this agenda may be postponed to a later date by the Historic Districts Review Board at the noticed meeting. Please contact the Historic Preservation Division at 955-6605 or check https://www.santafenm.gov/historic_districts_review_board for more information regarding cases on this agenda. Persons with disabilities in need of accommodations, contact the Historic Preservation Division office at (505) 955-6605 five (5) working days prior to the meeting date.

RECEIVED AT THE CITY CLERK'S OFFICE	
DATE:	August 4, 2020
TIME:	3:52 PM

SUMMARY INDEX
HISTORIC DISTRICTS REVIEW BOARD
August 11, 2020

ITEM	ACTION TAKEN	PAGE(S)
Call to Order	5:30 pm	1
A. Roll Call	Quorum Present	1
B. Approval of Agenda	Approved as Amended	2
C. Approval of Minutes July 14, 2020 Hearing	Approved as Presented	2
D. Findings of Fact & Conclusions of Law	Approved as Submitted	2-3
E. Business from the Floor	Comments	2-3
F. Communications	Comments	3
G. Action Items		
1. Case #2020-002356-HDRB 224 Maynard Street	Approved	3-7
2. Case #2020-002254- HDRB 141 Camino Escondido	Approved w/condition	7-14
3. Case #2020-2259-HDRB 510 Halona Street	Postponed	14-20
4. Case #2020-2355-HDRB 806 Don Gaspar Ave.	Postponed	20-31
5. Case #2020-002357-HDRB 203 East Santa Fe Ave.	Approved with condition	31-39
6. Case #2020-002194-HDRB 1160 Camino de Cruz Blanca	Denied	39-54

H. Discussion Items	None	55
I. Matters from the Board	Comments	55
J. Adjournment	Adjourned at 10:15 p.m.	55

MINUTES OF THE CITY OF SANTA FE
HISTORIC DISTRICTS REVIEW BOARD
AUGUST 11, 2020
VIRTUAL HEARING

CALL TO ORDER

A regular meeting of the City of Santa Fe Historic Districts Review Board was called to order by Cecilia Rios, Chair, on the above date at approximately 5:30 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 as follows:

MEMBERS PRESENT:
Ms. Cecilia Rios, Chairwoman
Mr. Frank Katz, Vice Chair
Ms. Jennifer Biedscheid
Mr. John Bienvenu
Mr. Anthony Guida
Ms. Flynn G. Larson
Mr. Buddy Roybal

MEMBERS EXCUSED:

OTHERS PRESENT:
Ms. Lisa Roach, Planner Manager
Mr. Daniel Schwab, Senior Planner
Ms. Angela Bordegaray, Senior Planner
Ms. Sally Paez, Assistant City Attorney
Ms. Melissa 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 Historic Preservation Office and available on the City of Santa Fe Website.**

B. APPROVAL OF AGENDA

Ms. Roach indicated the agent for Item G(2) is John Murphy.

MOTION: Member Katz moved, seconded by Member Guida to approve the agenda, as amended.

VOTE: The motion passed by unanimous (6-0) roll call vote with Members Biedscheid, Bienvenu, Guida, Katz, Larson and Roybal voting in favor and none voting against.

C. APPROVAL OF MINUTES:

1. HDRB Hearing Minutes July 28, 2020

MOTION: Member Biedscheid moved, seconded by Member Guida, to approve the HDRB Hearing Minutes of July 28, 2020, as presented.

VOTE: The motion passed by majority (4-0) roll call vote with Members Biedscheid, Bienvenu, Guida and Katz voting in favor and none voting against. Members Roybal and Larson abstained.

D. FINDINGS OF FACT AND CONCLUSIONS OF LAW

Case #2020-002251. 512 Abeyta
Case #2020-002255-HDRB. 141 Camino Escondido
Case #2020-002306-HDRB. 1301 C Canyon Road
Case #2020-002326-HDRB. 640 Garcia Street

MOTION: Vice Chair Katz moved, seconded by Member Guida, to approve the Findings of Fact and Conclusions of Law, as presented.

VOTE: The motion passed by majority (4-0) roll call vote with Members Biedscheid, Bienvenu, Guida and Katz voting in favor and none voting against. Members Larson and Roybal abstained.

E. BUSINESS FROM THE FLOOR

Stefanie Beninato pointed out that the link for this meeting was not live and she had to copy and paste. She said 721 Don Diego is a replica of the Gross Kelly warehouse

5. **Case #2020-002357-HDRB. 203 East Santa Fe Avenue. Downtown and Eastside Historic District.** Wayne Lloyd and Associates, agent for the Watsons, owners, proposes to construct an addition on a significant residential structure. Two exceptions are requested to remove historic material and to construct on a primary façade, per Section 14-5.2(D)(1)(a) and Section 14-5.2(D)(2)(c). (Daniel Schwab)

Mr. Schwab presented the staff report as follows:

STAFF REPORT:

203 East Santa Fe Avenue is a single-family residential structure listed as Significant to the Don Gaspar Area Historic District. The original structure was built by 1928 in a late Victorian "Hipped Box" style out of red brick. It has a steep hipped asphalt shingle roof and 1-over-1 wood double hung windows. An addition was made on the rear (north) side of the house in around 1986 of a similar red brick with a shed roof, and a further addition was added on to this, extending north, around 2003 with horizontal white colored siding. These additions have covered over the north façade apart from an 11-foot-long section on the northwest corner of the residence.

The applicant requests the construction of an addition on the north façade, extending from the first addition to within one foot of the west corner. The proposed addition would be ten feet from west to east and eleven feet from north to south. It would be made of brick differentiated from the original with a flat roof of TPO in a tan color shielded from view by a low parapet with white painted territorial detailing. The original north-facing window would be re-used on the north façade and an identical window would be installed facing west. The field stone exposed stem-wall foundation would be carried over from the historic structure.

Two exceptions are required for this application – one to place an addition on a primary façade, per Section 14-5.2(D)(2)(c), and one to remove historic material, per Section 14-5.2(D)(1)(a). Exception criteria and responses are found below.

STAFF RECOMMENDATION:

Staff recommended approval of the proposed project and found that the application complies with Section 14-5.2(D) General Design Standards for all Historic Districts, and 14-5.2(E) Downtown and Eastside Design Standards. Staff recommended that the application for exceptions to remove historic material (Section 14-5.2(D)(1)(a)) and to construct and addition on a primary façade (Section 14-5.2(D)(2)(c)) have been met.

QUESTIONS FOR STAFF

Member Biedscheid asked staff's opinion whether there was impacted the significant status of the addition. The Board has had the conversation about additions, particularly to the rear of significant buildings. She thought that the best place to add onto the house and this is well done and thought out. She noted in 1993 the historic building and survey was done, and the house retained or was designated significant at the time. That was done after the first addition, which covered more than half of the rear façade. She would take from that that the significant status was not impacted by the addition. Possibly the new addition should be viewed similarly. It seems different than other properties where at least more than one foot of the façade was still visible. She said she is seeking opinion from staff of their view in terms of status potential.

Mr. Schwab thought the massing of the building is very clear. The hipped box could be seen with or without the addition and with the addition, the massing is still legible. It has been differentiated in a number of ways and he thought it would not impact the status of the structure.

Chair Rios was curious whether the house had a basement.

Mr. Schwab didn't know but the applicant could tell them. He noted that the low windows would indicate a basement.

APPLICANT'S PRESENTATION

Wayne Lloyd 321 W. San Francisco St. and Chet Morando, 1410 Hickox St. were sworn in.

Mr. Lloyd confirmed there is a basement. The same window in the basement of the building now will be moved into the new addition. Both windows are existing windows that will be utilized.

He said the Watsons, who bought the house, intended to expand the bathroom a year ago. They want to age in place and the current bathroom is insufficient in the equipment and would probably not be approved under today's Codes. More importantly, as they hope they are never in a wheelchair, but the proposed bathroom gives the proper distances between the tub, sink, toilet etc. and would allow them to age in place. They do not want to interrupt the pyramid hipped roof and are keeping the addition almost flat; it has a slightly pitched roof.

Mr. Lloyd said we've worked with Ms. Roach and Mr. Schwab numerous times to make this the best possible fit and it has a "do-pass" recommendation.

He stood for questions.

Chair Rios asked if the basement is finished.

Mr. Lloyd said parts are and parts are not. It is partially livable.

Chair Rios asked what is in the livable space.

Mr. Lloyd indicated the owners have an office they work from.

QUESTIONS FOR APPLICANT

Member Guida said he didn't fully understand the proposed brick column and wall added in the back by the porch and the replacement of a wood guardrail.

Mr. Lloyd explained the guardrail is actually fiberglass that will be replaced with wood.

Member Guida pointed out the drawing on the proposed west elevation shows it would be replaced with a low brick wall and a freestanding brick column.

Mr. Lloyd explained it has a pergola over the top that evolved from conversation with staff as a nice way to integrate the historic portion with the newer addition with the white plat siding.

Mr. Guida asked if the pergola was shown in the drawings or the plans or elevations.

Mr. Lloyd said yes, in the plans, perhaps not clear enough, but not in the elevations.

Mr. Guida indicated he did not see that.

Mr. Lloyd, after looking through the plans, agreed it wasn't there in the plans. And it wasn't presented clearly in the elevations and is shown with two horizontal lines on the north elevation.

Member Guida noted the horizontal members of the pergola would be below the height of the column.

Mr. Lloyd agreed.

PUBLIC HEARING

Ms. Beninato previously sworn, said she has been inside the house and loves the house when in its original form. It was built by Italians and is solid, and the basement is

beautiful. She couldn't understand saying something is significant and then allow additions to the façades, because all façades are primary. The first addition was small enough it didn't obscure the back completely. The Board has previously allowed the white addition which really doesn't go at all, and now another addition of 120 square feet for a bathroom. That is a really large bathroom. As she has said before, aging in place is not a hardship- everybody is aging in place. If that criteria is used for hardship, basically you will be giving out exceptions like lollipops. She has been in the house and that bathroom is awkward, but she doesn't recall it being extreme. She wondered if there was a way to make the existing bathroom more usable than adding 121 square feet. The house loses its significant status. The development is so pro-development there is never a reason to say no to this type of addition that significantly changes what this house looks like. People use pergolas all the time and they are not common. She said why do you need pergola in addition to the 120 square feet, it is a fake character of the house.

Stephen Flance, 521 Weber St., was sworn. He said having aged in place in his office next door to this building, he thought it appropriate that his neighbors are making the addition. He looks right at the property and abuts the property on Pino Place and he and his wife have seen the plans. He thought what has been proposed is consistent with staff recommendation and findings and they support it 100%.

BOARD DISCUSSION

Vice Chair Katz said the addition is not appropriate and would completely eliminate the significant status. Webber Street has additions that he doesn't know how they were approved. You don't see the additions; you see the original house. This project is right on Webber Street although back and he could see what it was like before all of the unfortunate additions. He strongly urged the Board to deny the application and doesn't believe the exception criteria were met. There is already a bathroom off the bedroom. It may not be as large, and the owners may need a wheelchair in 20 years. He is faced with the same issues of aging. He thought this is coup de grace for the significant status and urged the Board to deny the application.

Member Roybal disagreed with Member Katz. He said this is a small and nice addition. As he understands the exception was met according to staff and he agrees. It is important that people have the right to improve their homes and living conditions. Additions have been added to, but this is not a significant part of the house. He is in favor of the proposal request to add the extra bathroom and pergola.

Member Guida said he too believed this is fine. He has a lot of access to the aging in place justification, but also thought this historic. That does not mean it should be untouched and every detail no matter how insignificant should be preserved. It has

already been added on to in a manner that a building would have been added onto in its period of significance.

He noted in the plan they could see an addition of some kind on the back of the house. The original long rectangular addition with the white clapboard siding is the most sensitive to the original building. It pulls back from the corner a foot or two and has a flat roof that contrasts with the hipped roof. Yet it still has a few details in the cornice and windows that make it harmonious with the original building. It is almost as if it is reversible and anyone would know it was an addition and the original part of the house is the part with the hipped roof.

Member Guida thought the smaller issue is, the addition in this location is fine, but the proposal for brick clad - he is all for salvaging the windows and materials. But he would be hesitant to say he is in favor of cladding the addition in brick and the foundation in stone to make it appear as part of the original house. He prefers adding on in the manner of the white clapboard addition and have that line be very clear.

Member Larson agreed with Member Guida that this is a compatible addition and not unreasonable. She would suggest instead of a brick wall possibly a railing because it would be less intense on the massing increase. She also thought it possible the applicant should consider preserving the slight slope of the roof on the west elevation. It might be more compatible with siding with the horizontal line and profile. The Masonite platting on the foundation is a good option. In the drawings it appeared to be a different design than the original stone foundation. It still provides differentiation without being just plain concrete. She said the applicant is almost there and has done their best to make this home work for them while being sensitive to the historic structure.

Chair Rios asked to confirm that Member Larson said she was opposed to the brick and believed it should be siding.

Member Larson said she did say that. Even if they were looking at a different kind of brick, it would be more compatible to completely differentiate and match the existing addition with horizontal siding.

Member Biedscheid agreed this is a very compatible addition and is done sensitively. She understands staff's logic for saying the addition would not affect the status. You can still distinguish the original structure from the new.

She said her opinion hinged on the impact to status. Considering that, if they look at the house for status with the additions they would come to a contributing status designation. One whole façade is covered by additions. Code says in 14.5.2(D)(1)(a), if a proposed alteration will cause the structure to lose its significant status, the application

should be denied. On that basis if they were to re-status this as contributing this would be fine, but she didn't know how to reconcile the impact to the status of this proposal.

Ms. Roach asked to clarify that Member Biedscheid was saying that 120 square-foot addition would cause a significant structure to lose its status.

Member Biedscheid replied the result of the addition would obscure the entire façade. There would be one foot of the façade left.

Vice Chair Katz said that is exactly why he felt so strongly. The addition would completely obscure that façade and it would no longer be significant. It would be reduced to contributing, which he did not think they can, or should, do that. If there was an urgency, some hardship, he would understand. It does not meet the exception criteria.

Vice Chair Katz said he agreed with Member Biedscheid that this definitely puts the significant status in jeopardy.

Chair Rios asked if Member Katz felt the significant status has already been lost with what exists and with all of the additions on the rear of the house.

Vice Chair Katz said it is disturbing, but you can still get a feeling for that façade. But that would not be the case if the applicant can completely finish the job.

Member Guida said he appreciated Member Biedscheid's comments in recognizing that this may be a tipping point. But to come at it another way, is what the Board is considering tonight - covering up an upstairs window and one basement window - would we as a Board be saying that the significant status of the building hinges upon the visibility of those two details.

He said for him that is a funny argument. There could be an allowance, given the history of the development of the property and a design solution that would allow the original structure to be recognized as historic yet separate from the additions. He thought the Board's determination of significance should not hang on details. The determination should be based on the architecture not the design as a whole. For him, if covered up in a manner that is clear, what is new and what is old, that would not destroy the significant status of the building.

Chair Rios asked if correct that Member Guida agreed with Member Larson that the addition should not be brick.

Member Guida said that was correct.

Member Biedscheid said the argument is valid whether this decision hinges on a small corner of the house. She said of course, it doesn't but the proper way to do this is

to re-status as contributing and then approve the addition. She gets hung up on the language of the Code because there is not an opportunity to assess the status after additions. Very likely this house has already lost its significant status.

Chair Rios said she thinks about, when saying the status of the house should be changed, is in the future the owner could come before the Board wanting to change other parts of the house. The history of the house could be lost. This is a difficult decision. In her opinion by keeping it significant you are trying to preserve the other sides of the house when the back of the house has already been compromised.

Vice Chair Katz asked to see the photograph of the rear of the house. He disagreed with Member Guida that it is not just two windows. It is a third to one fourth of the back of the house. The importance of a significant status is that the Board thinks every side counts. If they say just cover it over, means that every side doesn't count, and this house only has three primary façades and should be contributing. But he doesn't think that the Code allows the Board to approve an addition that compromises the status. The request should be denied on that reason. The house definitely loses something from the north, the south and the west by not having a clear view of what was the original house.

Chair Rios asked Mr. Lloyd if he had any other comments.

Mr. Lloyd said the applicant has gone back-and-forth whether to do brick that would be compatible but wouldn't match the existing, or wood siding that is already there. Neither the owner nor he is compelled to make it brick and have considered both options. It would cover up an addition that was done that he wasn't sure why it had been approved. He said they would be happy to go to the wood siding to distinguish and keep intact the initial portion of the house.

He said the Board is split whether this remains significant or not. Staff and he both believe that it does remain significant. He would note for Members who don't believe - this is a well-studied addition, that staff believes meets exceptions and supports. The applicant has worked closely with staff on this. It is a good, legitimate addition.

Chair Rios referenced the photograph and asked that staff outline what would no longer be visible.

Mr. Lloyd responded that both the windows could be seen but moved out 11 feet to the new wall. He noted on a photograph, the other side with two windows they would not see.

Chair Rios confirmed the one over one window closest to the downspout would be eliminated and the window adjacent to the two windows would be covered up.

Mr. Lloyd said the windows would be reduced and would become a door into the bathroom.

Mr. Schwab clarified that the windows on the historic façade will be re-used on the addition.

Chair Rios asked to confirm that the window would be reused but you would no longer see what you see in the photograph. Mr. Lloyd confirmed that was correct.

Member Bienvenu said this is difficult for him. He agrees with everything said on both sides of the issue. He believes the addition compromises the main building, but on the other hand that side of the house has already been compromised. It doesn't disturb him having yet another addition, especially a small one on the north side of the house. The rest of the additions in place on that side have already compromised the historic features. As a technical matter, his concern is that this doesn't seem to be allowed for a significant building and that this would not automatically result in a downgrade. He is not opposed to the addition but there should be some accommodation made to comply with Code.

MOTION: In Case #2020-002357-HDRB, 203 East Santa Fe Avenue, Member Larson moved to approve the application as submitted with the condition that the platting be horizontal wood siding rather than brick, and that the exception criteria have been met to place the addition on a primary façade and to remove historic material. The motion was seconded by Member Roybal.

Member Guida made a friendly amendment to change the brick partial-high wall and brick column to a wood balustrade similar to what is there.

Member Larson accepted the friendly amendment.

VOTE: The motion passed by majority (4-3) roll call vote with Members Guida, Larson and Roybal voted in favor and Members Biedscheid, Bienvenu and Katz voted against. Chair Rios voted in favor (with comment) breaking the tie.

Chair Rios explained her vote in favor. She said although her preservation self thinks this may not be correct, the addition is not that big, and Members have brought up that this is a significant house. They may have to revisit it to downgrade status or have an intense discussion whether it should remain significant or be downgraded. The additions have been made and the applicants did meet the exception criteria, so she votes in favor.

Ms. Roach requested that the applicant submit revised drawings to staff for approval prior to submitting for a permit.

6. **Case #2020-002194-HDRB. 1160 Camino de Cruz Blanca**. Historic Review District. Sean Milks of Gravity Pad Partners, LLC, agent for St. John's College, owner, proposes to install a 75'-tall AT&T "monopine" telecommunications tower. A telecommunications waiver is requested to exceed the maximum allowable height, per Section 14-6.2(E)(8)(c). (POSTPONED FROM 7/14/2020) (Lisa Gavioli Roach, 955-6657, lxroach@santafenm.gov)

Member Guida recused himself from hearing this case.

Ms. Roach presented the staff report as follows:

STAFF REPORT

1160 Camino de Cruz Blanca comprises the campus of St. John's College. On June 23, 2020, the applicant came before the HDRB to propose construction of a 75-foot-tall "monopine" telecommunications tower on the campus. The purpose of the tower is to provide improved communications capability for emergency services and first responders, as well as enhanced personal wireless service in the surrounding area. After discussing the merits of the project, the Board requested additional information regarding alternative locations that were considered and to better demonstrate that the proposal represents the least obtrusive option to close the gap in cell coverage for the area. On July 14, 2020, the applicant provided extensive additional information (see Exhibits A through G), but the Board felt that there was too much uncertainty regarding the proposed location as a result of the need for further discussion with the neighbors, that they postponed the case for up to 30 days to allow for additional time.

Now, the applicant returns to the Board to propose alternative siting and design options for the cell tower, after having made efforts to reach agreement with a group of neighbors. An agreement has not been reached; however, the following three options are presented for the Board's consideration:

1) Option 1: A "Bell Tower" design located further south from Camino de Cruz Blanca. The proposed tower is 80 feet in height and features the St. John's College name and logo. (see Option 1 design schematic in the packet).

2) Option 2: A Territorial Revival Style "watch tower" structure located slightly further south than Option 1. The design of this tower would be similar to the existing watch

H. DISCUSSION ITEMS

None

I. MATTERS FROM THE BOARD

Vice Chair Katz asked if there was a report on the rooftop appurtenances of the Garret's Desert Inn.

Ms. Roach said she had an inspector look into it. It appears the units were replaced in exactly the same dimensions as the units that were there previously.

Vice Chair Katz said that was helpful.

J. ADJOURNMENT

Chair Rios adjourned the meeting at approximately 10:12 p.m.

Approved by:

Cecilia Rios

Cecilia Rios, Chair

Submitted by:

Melissa D Byers

Melissa D. Byers, Stenographer
For Byers Organizational Support Services

EXHIBIT

E

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

PROJECT DESCRIPTION: Wayne Lloyd and Associates, agent for the Watsons, owners, proposes to construct an addition on a significant residential structure. Two exceptions are requested to remove historic material and tp construct on a primary facade (section 14-5.2(D)(1)(a) and (D)(2)(c).

Case number: **2020-002357-HDRB**
Project Type: HDRB

PROJECT LOCATION (S): 203 East Santa Fe Avenue

OW – Brian and Lisa Watson 203 East Santa Fe Avenue, Santa Fe NM 87505
LSWatson0603@gmail.com and Santafean@icloud.com

AP –Lloyd and Associates Architects 321A West San Francisco Street, Santa Fe NM 87501
sheb@lloyd-architects.com and wlloyd@lloyd-architects.com

BOARD ACTION

This is to certify that the Historic Districts Review Board (HDRB) acted on your request at their hearing on August 11, 2020. The decision of the Board was to approve the application as submitted, finding that the exception criteria have been met, with the conditions that wood siding be used and the brick partial height wall and column be converted to a wood balustrade. You are required to send revised drawings of these changes to staff for administrative approval.
For further information, please call 505-955-6605.

Sincerely,

Daniel Schwab

Daniel Schwab
Planner Senior, Historic Preservation Division

NOTE: Applicant can use this action letter to apply for construction permit, but the permit shall not be released until the end of the appeal period which starts on the date of filing of the Findings and Conclusions in the City Clerk's office (SFCC 14-3.17(D)). Your permit will be denied if any changes on plans that were not approved by the HDRB or if conditions of approval are not met. **Please attach copies of this letter to all sets when submitting for construction permits.**

EXHIBIT

F

CITY OF SANTA FE, NEW MEXICO

PROJECT DESCRIPTION: Wayne Lloyd and Associates, agent for the Watsons, owners, proposes to construct an addition on a significant residential structure. Two exceptions are requested to remove historic material and tp construct on a primary facade (section 14-5.2(D)(1)(a) and (D)(2)(c).

Case number: **2020-002357-HDRB**
Project Type: HDRB

PROJECT LOCATION (S): **203 East Santa Fe Avenue**

OW – Watson, Brian and Lisa 203 East Santa Fe Avenue lswatson0603@gmail.com 505-919-9100

AP – Wayne Lloyd and Associates 321A West San Francisco Street, Santa Fe, NM 87501

PROJECT DATA:

HISTORIC DISTRICT

Don Gaspar Area ☒ Downtown and Eastside ☐ Historic Review ☐ Transition ☐ Westside-Guadalupe ☐

HISTORIC BUILDING STATUS

Non-Statused ☐ Non-Contributing ☐ Contributing ☐ Significant ☒ Landmark ☐ N/A ☐

PRIMARY ELEVATIONS: North ☒ South ☒ West ☒ East ☒ N/A ☐

PUBLICLY VISIBLE FACADE-EAST Yes ☐ No ☒

PUBLICLY VISIBLE FACADE-NORTH Yes ☒ No ☐

PUBLICLY VISIBLE FACADE-SOUTH Yes ☒ No ☐

PUBLICLY VISIBLE FACADE-WEST Yes ☒ No ☐

HISTORIC DISTRICT INVENTORY NUMBER 051600024

YEAR OF CONSTRUCTION by 1928

PROJECT TYPE

Status ☐ Primary Elevations ☐ Remodel ☒ Demolition ☐ New ☐ Other _____

USE, EXISTING Residential ☒ Non-Residential ☐ Vacant ☐

USE, PROPOSED Residential ☒ Non-Residential ☐

HISTORIC BUILDING NAME _____

City of Santa Fe, New Mexico

memo

DATE: August 11, 2020

TO: Historic Districts Review Board Members

FROM: Daniel Schwab, Senior Planner, Historic Preservation Division

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Case # 2020-002357-HDRB

Address: 203 East Santa Fe Avenue
Historic Status: Significant
Historic District: Don Gaspar Area

REFERENCE ATTACHMENTS (Sequentially):

CITY SUBMITTALS

____ **District Standards & yard wall & fence standards.**

__x__ **Historic Inventory Form**

__x__ **Zoning Review Sheet**

____ **Other:** - exception criteria responses
- Diagram and answers regarding options for addition location

APPLICANT SUBMITTALS

__x__ **Proposal Letter**

__x__ **Site Plan/Floor Plan**

__x__ **Elevations**

__x__ **Photographs**

____ **Other:**

STAFF RECOMMENDATION:

Staff recommends approval of the proposed project and finds that the application complies with Section 14-5.2(D) General Design Standards for all Historic Districts, and 14-5.2(E) Downtown and Eastside Design Standards. Staff recommends that the application for exceptions to remove historic material (Section 14-5.2(D)(1)(a)) and to construct and addition on a primary façade (Section 14-5.2(D)(2)(c)) have been met.

BACKGROUND & SUMMARY:

203 East Santa Fe Avenue is a single-family residential structure listed as Significant to the Don Gaspar Area Historic District. The original structure was built by 1928 in a late Victorian "Hipped Box" style out of red brick. It has a steep hipped asphalt shingle roof and 1-over-1 wood double hung windows. An addition was made on the rear (north) side of the house in around 1986 of a similar red brick with a shed roof, and a further addition was added on to this, extending north, around 2003 with horizontal white colored siding. These additions have covered over the north façade apart from an 11-foot-long section on the northwest corner of the residence.

The applicant requests the construction of an addition on the north façade, extending from the first addition to within one foot of the west corner. The proposed addition would be ten feet from west to east and eleven feet from north to south. It would be made of brick differentiated from the original with a flat roof of TPO in a tan color shielded from view by a low parapet with white painted territorial detailing. The original north-facing window would be re-used on the north façade and an identical window would be installed facing west. The field stone exposed stem-wall foundation would be carried over from the historic structure.

Two exceptions are required for this application – one to place an addition on a primary façade, per Section 14-5.2(D)(2)(c), and one to remove historic material, per Section 14-5.2(D)(1)(a). Exception criteria and responses are found below.

EXCEPTION CRITERIA AND RESPONSES:

Exception to remove historic material (Section 14-5.2(D)(1)(a)) and to construct on a primary façade (Section 14-5.2(D)(2)(c)) .

(i) *Do not damage the character of the district*

Applicant Response: We propose that the addition would not distract from the historic portion of the property. The proposed addition has been designed in keeping with the recommendations of the district. We also propose reuse of the existing historic openings. For these reasons we feel the project would not damage the district.

Staff Response: Staff regards this as a minor addition to the rear of the existing structure that does not damage the character of the streetscape.

With regard to Section 14-5.2(D)(1)(a): Original materials will be re-used to the greatest extent possible, including the north-facing historic window and the corner bricks.

With regard to Section 14-5.2(D)(2)(c): On Significant structures, all facades are primary. The two most visible street-facing façades on the west and south will remain unchanged. The proposal is for an addition on the north façade, which is the rear of the building. It is visible from the public but much less than the south and west facades. The addition will be

set back from the west façade by one foot in order to differentiate it and is designed to appear clearly secondary to the main, historic structure.

(ii) *Are required to prevent a hardship to the applicant or an injury to the public welfare*
Applicant Response: We make this application because the owners worry of how the current interior layout will integrate with their wish to live in the residence long into their life. The current master bedroom do not have a functional closet or an on-suite bathroom with accessible accommodations. The current closet is mostly occupied by remnants of previous fireplace structures which render it mostly useless for clothing storage. The current bathroom has approximately 26" between the shower and sink counter. Additionally, the toilet is mounted so close to the shower that one must cross over the toilet to enter the shower. The purpose of the addition would be to add a comfortable bathroom that would feature an accessible water closet, sink, and shower.

Staff Response:
With regard to Section 14-5.2(D)(1)(a): Staff does not see the re-use of historical materials as causing an injury to the public welfare. The proposed design will be sufficiently differentiated from the historic structure not to give a false sense of historical development.

With regard to Section 14-5.2(D)(2)(c): The applicant has supplied extensive documentary evidence that the configuration of the existing house is such that an interior remodel that can accommodate their needs for aging in place cannot be made without adding on to the Master Bedroom, either on the north or west facades. The north façade is clearly the less intrusive. Not granting the exception would likely cause hardship in old age for the applicant. Staff does not regard it an injury to the public welfare to construct this small addition to the rear of this structure.

(iii) *Strengthen the unique heterogeneous character of the City by providing a full range of design options to ensure that residents can continue to reside within the historic districts*
Applicant Response: The addition would cover a section of the north façade of the historic portion of the residence as well as a portion of the non-historic porch enclosure facing west. We propose that the addition would improve the integration of the two prevailing estheics present at the residence by removing the line of the shed roof given by the non-historic porch encloser, and placing the faux wood siding of the residences' 2003 addition further in the background from the historic portion of the residence. In this way we see the addition as a buffer between the stark stylistic differences between the cohesive character of the historic brick original residence and the lighter white colored 2003 addition.

Staff Response:
With regard to Section 14-5.2(D)(1)(a): Various design approaches were considered with regard to materials. Original materials will be re-used to the greatest extent possible.

With regard to Section 14-5.2(D)(2)(c): The applicant has supplied detailed documentation of the various design alternatives and why they were ruled out. Other considered alternatives either were more intrusive to the exterior, more damaging to the interior of the historic building or impractical in terms of location. The proposed solution chooses the north façade as the least intrusive location for this addition.

RELEVANT CODE CITATIONS:

Proximity of Addition to Primary Façade:

14-5.2(D)(2)(d) Additions are not permitted to the side of the existing footprint unless the addition is set back a minimum of ten (10) feet from the primary facade. The addition shall not exceed fifty percent of the square footage of the existing footprint, and shall not exceed fifty percent of the existing dimension of the primary facade. To the extent architecturally practicable, new additions shall be attached to any existing noncontributing portion of structures instead of attaching them to the significant or contributing portion.

Windows & Doors:

14-5.2(D)(5) Windows, Doors, and Other Architectural Features

(a) For all facades of significant and landmark structures and for the primary facades of contributing structures:

(i) Historic windows shall be repaired or restored wherever possible. Historic windows that cannot be repaired or restored shall be duplicated in the size, style, and material of the original. Thermal double pane glass may be used. No opening shall be widened or narrowed.

(ii) No new opening shall be made where one presently does not exist unless historic documentation supports its prior existence.

(iii) No existing opening shall be closed.

(b) For all façades of significant, contributing and landmark structures, architectural features, finishes, and details other than doors and windows, shall be repaired rather than replaced. In the event replacement is necessary, the use of new material may be approved. The new material shall match the material being replaced in composition, design, color, texture, and other visual qualities. Replacement or duplication of missing features shall be substantiated by documentation, physical or pictorial evidence.

14-5.2(C) Regulation of Significant and Contributing Structures in the Historic Districts

(1) Purpose and Intent

It is intended that:

(a) Each structure to be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as the addition of conjectural features or architectural elements from other buildings, shall not be undertaken;

(b) Changes to structures that have acquired historic significance in their own right shall be retained and preserved, recognizing that most structures change over time;
(c) Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a structure be preserved; and
(d) New additions and related or adjacent new construction be undertaken in such a manner that if removed in the future, the original form and integrity of the historic property and its environment would be unimpaired.

14-12 Significant Structure:
A structure located in a historic district that is approximately fifty years old or older, and that embodies distinctive characteristics of a type, period or method of construction. For a structure to be designated as significant, it must retain a high level of historic integrity. A structure may be designated as significant:
(A) for its association with events or persons that are important on a local, regional, national or global level; or
(B) if it is listed on or is eligible to be listed on the State Register of Cultural Properties or the National Register of Historic Places.

14-12 Primary Façade:
One or more principal faces or elevations of a building with features that define the character of the building's architecture.

Removal of Historic Material/Demolition:
14-5.2(D) General Design Standards for All H Districts
(1)(a) The status of a significant, contributing, or landmark structure shall be retained and preserved. If a proposed alteration will cause a structure to lose its significant, contributing, or landmark status, the application shall be denied. The removal of historic materials or alteration of architectural features and spaces that embody the status shall be prohibited.

14-5.2(H) Don Gaspar Area Historic District
(1) District Standards
Compliance with the following structural standards shall occur wherever those exterior features of buildings and other structures subject to public view from any public street, way, or other public place are erected, altered, or demolished:
(a) Slump block, stucco, brick, stone, or wood shall be used as exterior wall materials. Aluminum siding, metal panels, mirrored glass and unstuccoed concrete block or unstuccoed concrete shall not be used as exterior wall materials. The painting of buildings with a color that causes arresting or spectacular effects or with bold repetitive patterns, or using building as signs is prohibited. Murals, however, are permitted and may be referred to the city arts board for an advisory recommendation.
(b) Roof forms including but not limited to flat, gabled, shed, and hipped roofs are allowed. Folded plate or hyperbolic roofs are not allowed.

(c) The use of solar and other energy collecting and conserving strategies is encouraged. The use of large glazed areas on south facing walls for trombe walls or other solar collectors, greenhouses, garden rooms, direct gain, or other energy collecting purposes is allowed. When in view from any public street, way, or other public place, solar equipment shall be screened by the following methods:
  (i) raising the parapet;
  (ii) setting back from the edge of the roof;
  (iii) framing the collector with wood;
  (iv) in the case of pitched roofs, by integrating the collector into the pitch;
  (v) in case of ground solar collectors by a wall or vegetation;
  (vi) in the case of wall collectors by enclosing by end or other walls;
  (vii) other means that screen the collector or integrate it into the overall structure.
  Non-glare materials shall be used in solar collectors.

(d) Mechanical, electrical, telephone equipment, microwave satellite receiving dishes, and other obtrusive equipment shall be architecturally screened by opaque materials by raising the parapet, framing in the equipment, or other appropriate means. The equipment shall be of a low profile to minimize the screening problems.

(e) Walls and fences shall be of brick, adobe, masonry, rock, wood, coyote fencing, or similar materials. Wrought iron fences and slump block walls are allowed. Walls of unstuccoed concrete, chain-link, metal wire, or similar materials are prohibited, except where the wall or fence is not in view from any public street, way, or other public place.

(f) Greenhouses. Attached greenhouses that front on the street shall give the appearance of being integrated into the structure of the building or of being a substantive addition rather than having a lean-to-effect. The use of corrugated fiberglass or rolled plastic for the external surface of attached or freestanding greenhouses that front on the street is prohibited. Greenhouses with slanting sides shall be bracketed at the ends and the greenhouses made from enclosed porches or portales shall maintain the shape of the porch or portal.

(g) For residential uses, paving with asphalt or parking is not allowed in the front yard except in the sidewalk or driveway.

(h) For commercial uses zoned C-1 front yards are required to be landscaped, and no required front yard shall be used for off-street parking.

(i) As a condition of any rezoning all applicants shall provide evidence of sufficient off street parking and an intent to maintain the architectural integrity of the existing building or to conform to the architectural style of the district if constructing a building on a vacant lot.

(2) Walls; Fences; Solar Collectors; Administration

Applications for erection, alteration, or destruction of walls, fences, and solar collectors and required submittals shall be reviewed by the land use department. Approval, disapproval, or referral shall be indicated by the division on the application for the building permit and on each of the required submittals, all of which shall be signed by the division staff assigned to the review. The division shall report approvals, disapprovals, or referrals to the board at its next regular meeting as an informational item. (Ord. No. 2007-45 § 30)

EXHIBIT

G

HISTORIC DISTRICTS REVIEW BOARD APPLICATION

RECEIVED
JUL 20 2020
BY:

PROJECT LOCATION: 203 E. SANTA FE AVE.

HISTORIC DISTRICT: (from attached map) Downtown & Eastside [ ] Don Gaspar Area [■] Westside-Guadalupe [ ] Historic Transition [ ] Historic Review [ ] Landmark (outside of historic districts) [ ]

PROJECT PROPOSAL: MASTER BATHROOM ADDITION TO SIGNIFICANT STRUCTURE.

CONSTRUCTION COST: $ 36,000

BASE FEE: $ 250 **+ EXCEPTION:** $ 700 **+ POSTER:** $ 50 **= TOTAL:** $ 1,000

(base fee = ½ of 1% of construction cost, not to exceed $2,000 and not less than $250)

(each exception has an additional fee of $350) **($25 per poster with one (1) poster per street frontage)**

OWNER: BRIAN & LISA WATSON **PHONE #:** (505) 919-9100

OWNER MAILING ADDRESS: 203 E SANTA FE AVE.

CITY, STATE, ZIP CODE: SANTA FE NM 87505

EMAIL: PROPERTIESOFSANTAFE@GMAIL.COM SANTA FEAN@ICLOUD.COM

AGENT: LLOYD & ASSOCIATES ARCHITECTS **PHONE #:** 505-795-5167

MAILING ADDRESS: 321A WEST SAN FRANCISCO ST

CITY, STATE, ZIP CODE: SANTA FE, NM, 87501

EMAIL: SHEB@LLOYD-ARCHITECTS.COM

WLLOYD@LLOYD-ARCHITECTS.COM

PREAPPLICATION MEETING: Date: 7/7/20 Case Planner: DANIEL SCHWAB

AFFIDAVIT TO AUTHORIZE SOLE AGENT

I am,/We are the owner(s) and record title holder(s) of the property located at: 203 E SANTA FE AVE.

I/We authorize LLOYD & ASSOCIATES ARCHITECTS to act as my/our agent to execute this application.

Signed: BrC Brian C Watson Date: 7/16/2020

Printed Name: BRIAN C WATSON

I/We shall act as my/our own agent to execute this application.

Signed: _____ Date: _____

Printed Name: _____

AFFIDAVIT TO AUTHORIZE SOLE AGENT must be signed to be accepted.

Original form must be submitted with Historic Districts Review Board Application packet.

All documents submitted to the Historic Preservation Division are public record. HPD does not return documents.

AFFIDAVIT FOR USE WITH PRIOR SURVEY

Date:	April 8, 2013
File No.:	FT000129885
Escrow Agent:	Fidelity National Title of New Mexico, Inc
Owner:	NM Oil and Gas Association
Affiant:	NM Oil and Gas Association
Prior Survey:	Prepared by: Sierra Land Surveying Inc., Dated: February 25, 2005 Real Property: Lot 7 of Durasno Subdivision, as shown on "Boundary Survey Plat for New Mexico Oil and Gas Association...", filed on February 25, 2005 in Plat Book 581, page 043 as Instrument No. 1386386, records of Santa Fe County, New Mexico.

Affiant, being duly sworn, on oath affirms that the following statements are true:

1. The undersigned is/are the owner(s) of the above described real property ("Real Property").
2. The undersigned is/are familiar with the above described survey ("Prior Survey"), of the Real Property and, if applicable, an affidavit executed by a prior owner (whether one or more) ("Prior Affidavit") stating the identical facts recited below as to the physical condition of the Real Property.
3. The undersigned has/have actual knowledge of the physical condition of the Real Property since the date of the Prior Survey or, if applicable, the date of the Prior Affidavit. During that time and up to and including the date of this affidavit, there have been no:
   (Undersigned should check each box to indicate no change, if so.)
   - ☑ construction projects such as new structures, additional rooms, garages, swimming pools or deckings;
   - ☑ changes in the location of boundary fences or boundary walls, whether by owner or adjoining neighbor;
   - ☑ construction projects on immediately adjoining property(ies) which construction occurred near the boundary of the Real Property;
   - ☑ construction projects on the Real Property by any utility company or government authority changing the location of any utility line;
   - ☑ conveyance or replattings or easement grants or easement dedications by the owner.
4. This affidavit is made to induce Escrow Agent and its underwriter to issue an Owner Policy of Title Insurance or Mortgagee Policy of Title Insurance covering the Residential Real Property without requiring a currently dated survey to be submitted. In consideration thereof, Affiant hereby agrees to indemnify and hold harmless Escrow Agent and its underwriter from any claims, costs, damages, causes of action, expenses and attorney fees in any way arising from the inaccuracy of the above representations.

AFFIANT: _____
NM Oil and Gas Association
Steve Henke, President

STATE OF New Mexico

COUNTY OF Santa Fe

This instrument was acknowledged before me Steve Henke

by Cecilia M. Roybal

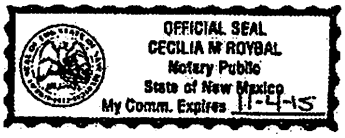
Affidavit (for use with Prior Survey)(10-01-2012)
FDNM0430.rdw

Affidavit for Use With Prior Survey
(continued)

Cecilia M. Roybal
Notary Public

My Commission Expires: 11-4-15

(SEAL)



Affidavit (for use with Prior Survey)(10-01-2012)
FONM0430.rdw

Lloyd & Associates
ARCHITECTS

July 15th, 2020

RECEIVED
JUL 20 2020
BY:

Historic Board Staff
Planner Supervisory
City of Santa Fe Historic Preservation Div.
P. O. Box 909
Santa Fe, NM 87501

Re: **Proposed Addition at 203 E. Santa Fe Avenue**

Dear Historic Board Staff,

On behalf of the owners we are submitting drawings for a proposed addition to the existing residence at 203 E. Santa Fe Avenue. As the existing building has been classified as a significant historic structure, we would like to request an exception to add an addition to a primary façade.

The residence has three different sections to it. The first section starting from the south is the main house, which is the oldest and most homogeneous in style. The brick building has a consistent wide overhang on its hip roof and exposed concrete lintels and sills at openings. Attached to the original north wall of this section of the building is what we believe is an enclosed porch, which would have been the original back porch of the property. The enclosed porch has different brick and stone than the original structure. North of the enclosed porch is an addition which was approved by the board in 2003 which is differs distinctly from the district in its white integrally colored cement-based siding which has wood lintel and sill ornamentation that approximates territorial detailing. The 2003 addition also features white fiber glass guardrails which departs from the district.

We propose a 110sf addition to the north-west corner of the existing building. To accomplish the addition, we request two exceptions; One is the removal of historic material and the second is having an addition that is not setback 10 feet from a primary façade, as the existing building is designated as significant.

Below we highlight the conditions laid out in the code for exception requests:

(i) Do not damage the character of the district
Response:

We propose that the addition would not distract from the historic portion of the property. The proposed addition has been designed in keeping with the recommendations of the district. We also

321A West San Francisco Street, Santa Fe, NM87501. Tel 505.988.9789 www.lloyd-architects.com

propose reuse the existing historic openings. For these reasons we feel the project would not damage the district.

ii) Are required to prevent a hardship to the applicant or an injury to the public welfare
Response:

We make this application because the owners worry of how the current interior layout will integrate with their wish to live in the residence long into their life. The current master bedroom does not have a functional closet or an on-suite bathroom with accessible accommodations. The current closet is mostly occupied by remnants of previous fireplace structures which render it mostly useless for clothing storage. The current bathroom has approximately 26" between the shower and sink counter. Additionally, the toilet is mounted so close to the shower that one must cross over the toilet to enter the shower. The purpose of the addition would be to add a comfortable bathroom that would feature an accessible water closet, sink, and shower.

(iii) Strengthen the unique heterogeneous character of the City by providing a full range of design options to ensure that residents can continue to reside within the historic districts
Response:

The addition would cover a section of the north façade of the historic portion of the residence as well as a portion of the non-historic porch enclosure facing west. We propose that the addition would improve the integration of the two prevailing esthetics present at the residence by removing the line of the shed roof given by the non-historic porch encloser, and placing the faux wood siding of the residence's 2003 addition further in the background from the historic portion of the residence. In this way we see the addition as a buffer between the stark stylistic differences between the cohesive character of historic brick original residence and the lighter, white colored 2003 addition.

We propose that the new addition have a flat roof with a low parapet. The parapet would feature white painted wood territorial detailing. The addition would have brick of same size and texture but a contrasting color to the existing historic brick. We propose continuing the same field stone exposed stem-wall foundation and exposed concrete sill and header detailing seen on the historic portion of the residence. Two openings are located on the portion of the historic North façade that we would be covering with the addition. We propose salvaging both windows in the proposed work. We also propose adding a window to the west that would be a double hung wood window to match the historic windows of the residence. The addition would have a TPO roof in a tan color that would not be exposed, being completely screened by the proposed parapet. The project also would not feature any exposed mechanical or electrical equipment.

RECEIVED
JUL 20 2020

Our application consists of the following items:

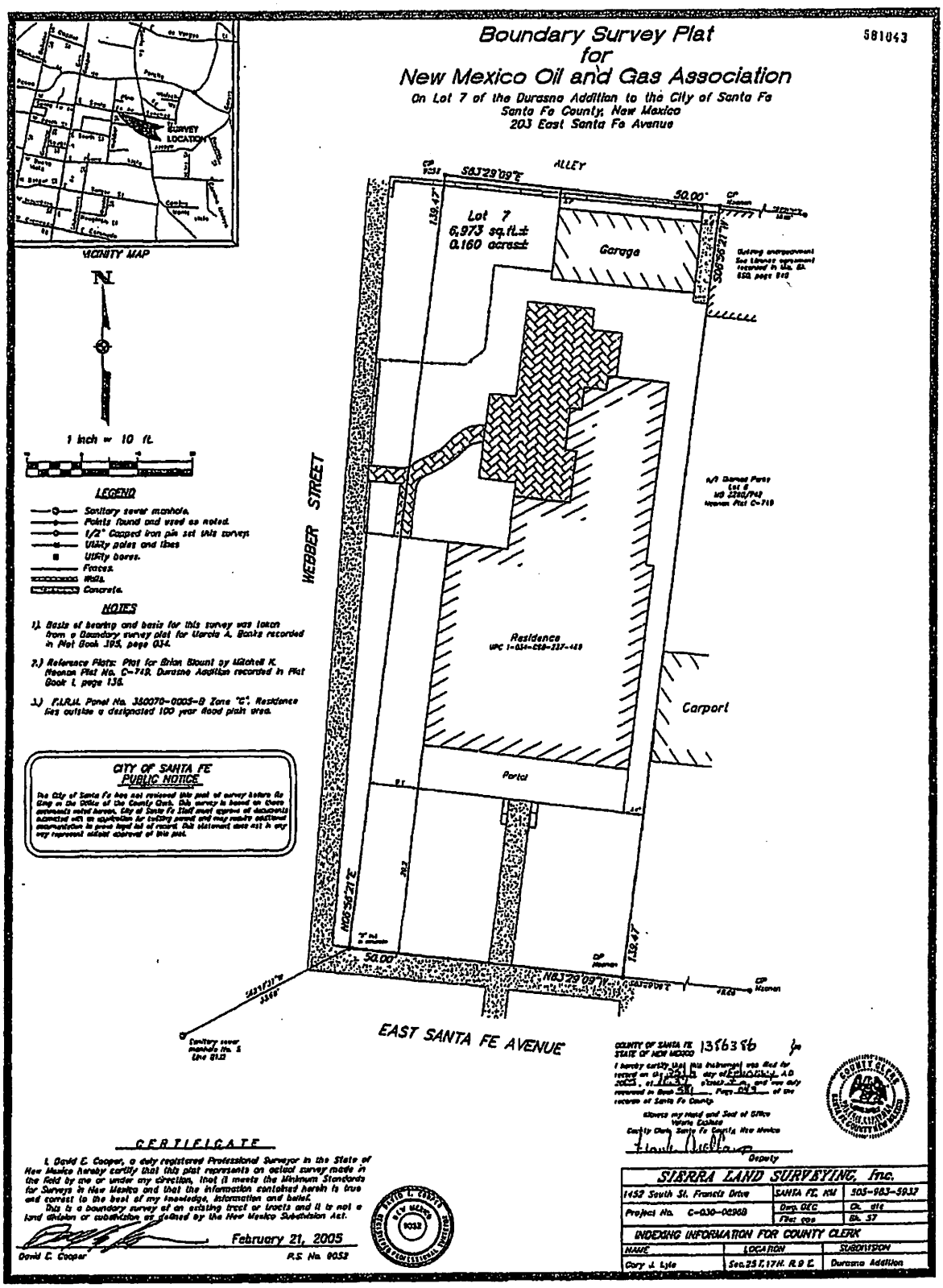
- This letter
- Existing photographs
- Existing and Proposed Floor plan
- Existing and Proposed Roof plan
- Existing and proposed Exterior Elevations

Please contact me if you have any questions or require additional information.

Best Regards,

Sheb Mirando, Lloyd & Associates Staff,
Wayne S. Lloyd, AIA

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Land Records Corp. FT ALB10042 SF 1368386.001

←Sign & Dat

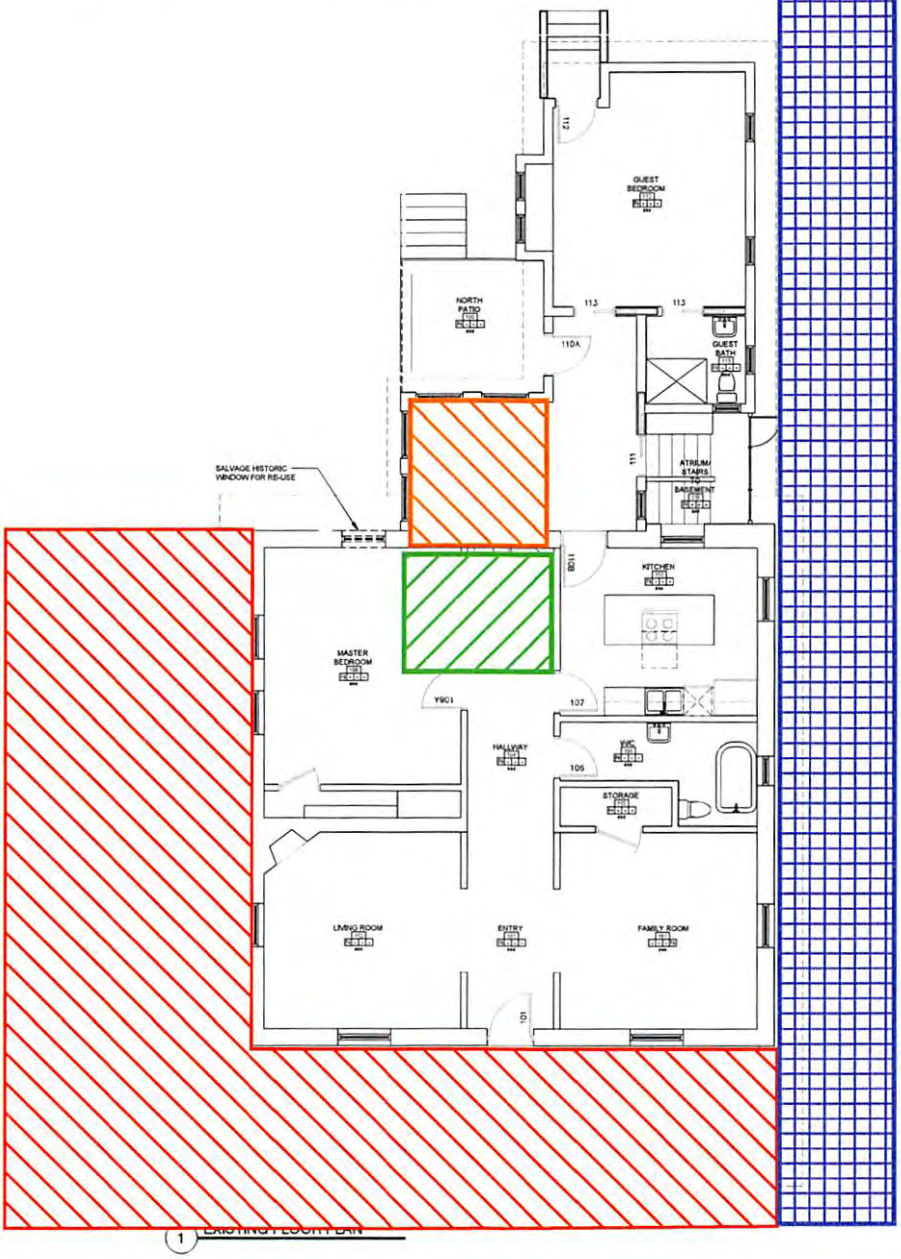
EXIBIT-A
LACK OF FEASIBLE ADDITION LOCATIONS IN OTHER AREAS OF THE PROPERTY:

AREA WHERE ADDITION WOULD IMPOSE ON HISTORIC RESIDENCE

NOT ALLOWED BY CODE

AREA THAT WOULD CREATE HARDSHIP TO OWNER RENDER MASTER BEDROOM INACCESSIBLE

AREA THAT WOULD CREATE HARDSHIP TO OWNER.



The third exception criterion is the requirement to show that you have looked at design alternatives that would avoid having to make an exception to the Code. Only when all alternatives are ruled out can an exception be granted.

1. Why not put the room in other locations? This is rather open ended I suppose, but we do not have another location available that is not cost prohibitive, inordinately destructive to the function of the home, or effectively removes the owners living quarters from the historic portion of the property which they love. Simply put, the addition is in the proposed location because we believe it improves the transition between the historic and non-historic portions of the property.
2. Why not remove the unused chimney structures in the closet? The chimney structures are unreinforced concrete and field stone which extends down to the foundation. Removing it disturbs the roof framing of the home and would be inordinately expensive. Further more you would be asking us to alter and remove historic material from the exterior of the home, as these same structures support the chimneys that are exposed through the roof.
3. Why not expand the existing master bath a couple of feet north into the Dining/sun room? This could be done, but not without imposing financial and functional hardship on the owners. Taking 2 feet from the dining room would leave a 4' wide dining room. We would be taking away the only functional dining room of the residence and creating a condition that would be unusual enough in its layout that it would almost certainly provoke requests for future renovations to the property from future owners as well as complicate future resale of the property.
4. Why not extend the existing master bath towards the west, making the bedroom slightly smaller? The problem with this is that the owners would be getting an accessible bathroom at the expense of an accessible bedroom. It is just as important to the owners that the bedroom have safe maneuvering clearances.
5. why not move the Master bedroom to the addition on the north end? The owners purchased this property because they love the historic portion of it. They are undertaking this addition because they believe it improves the transition between the historic and non-historic portions of the building while giving them a bathroom that makes them feel safe living at the property into their elder years. It seems an undo hardship on the owners for them to have to abandon having a master suite in the historic portion of the property to have an accessible bathroom if that bathroom can be achieved in a manner that benefits the district.
6. Why not convert the rear addition into a master bedroom, as there is a bathroom already there? This might be the same as question 5, or maybe I am not understanding you correctly?

   For me these are options that need to be ruled out. The Board will want to know why they cannot be utilized before granting 2 exceptions on a significant structure. Personally, I would suggest that you write a table listing all of these options and the reasons why they cannot be done. This would strengthen the application.



203 E SANTA FE AVE.
SOUTH ELEVATION

203 E Santa Fe, #2020-002644-APPL
Page 65 of 104


203 E SANTA FE AVE.
SOUTH ELEVATION

203 E SANTA FE AVE.
WEST ELEVATION


203 E SANTA FE AVE.
WEST ELEVATION

203 E SANTA FE AVE.
EAST ELEVATION

203 E SANTA FE AVE.
EAST ELEVATION

203 E SANTA FE AVE.
EAST ELEVATION

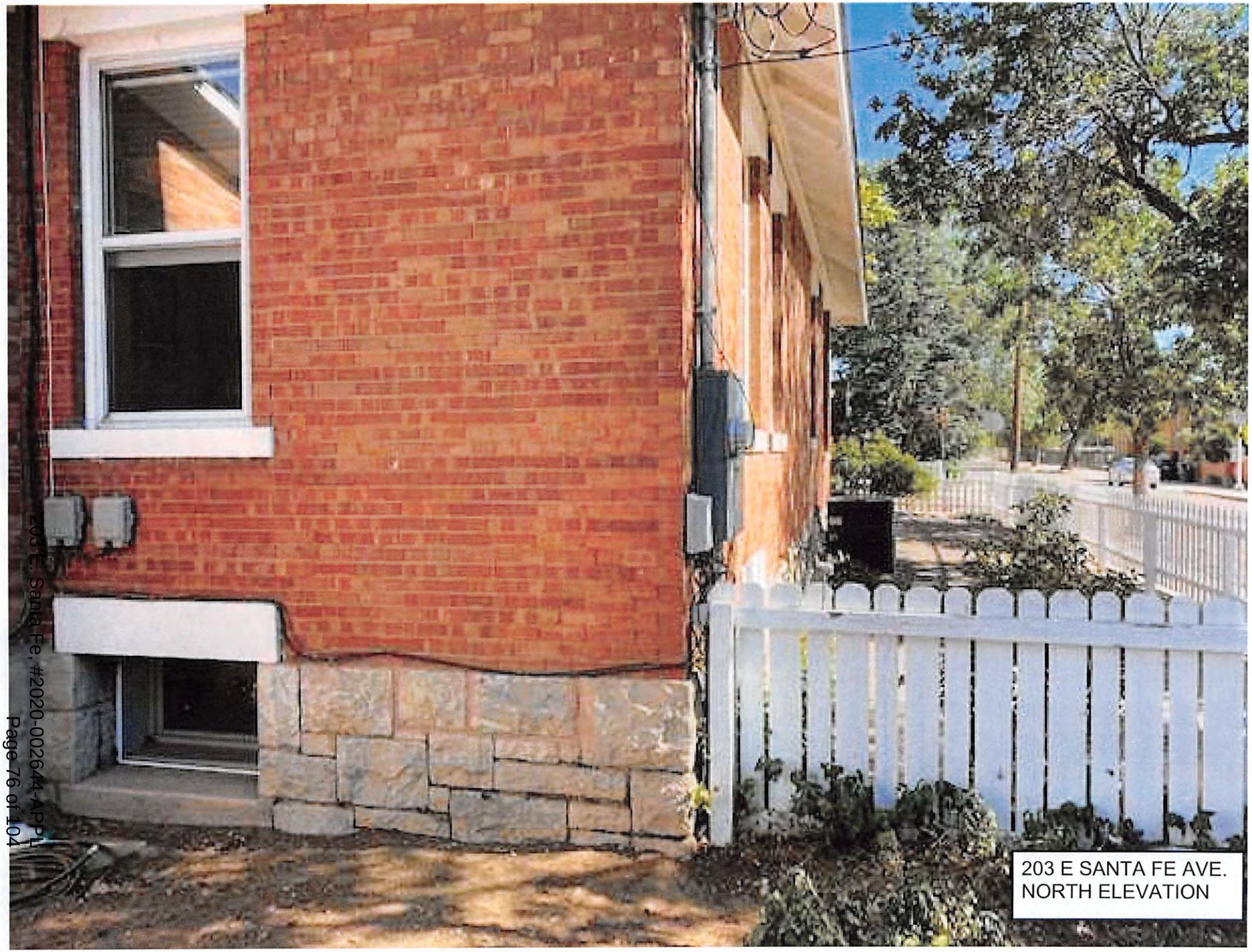

203 E SANTA FE AVE.
EAST ELEVATION


203 E SANTA FE AVE.
NORTH ELEVATION

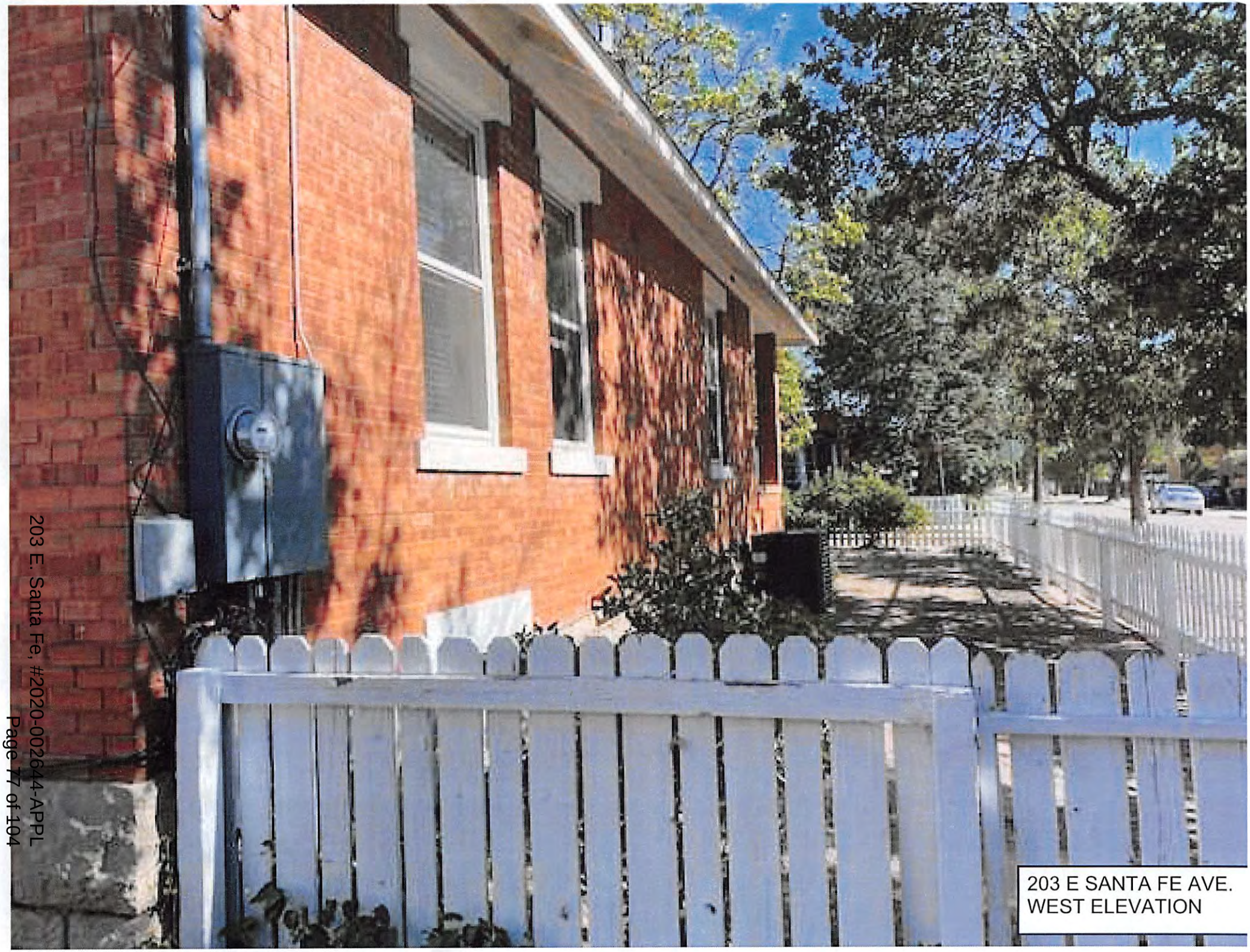

203 E SANTA FE AVE.
WEST ELEVATION

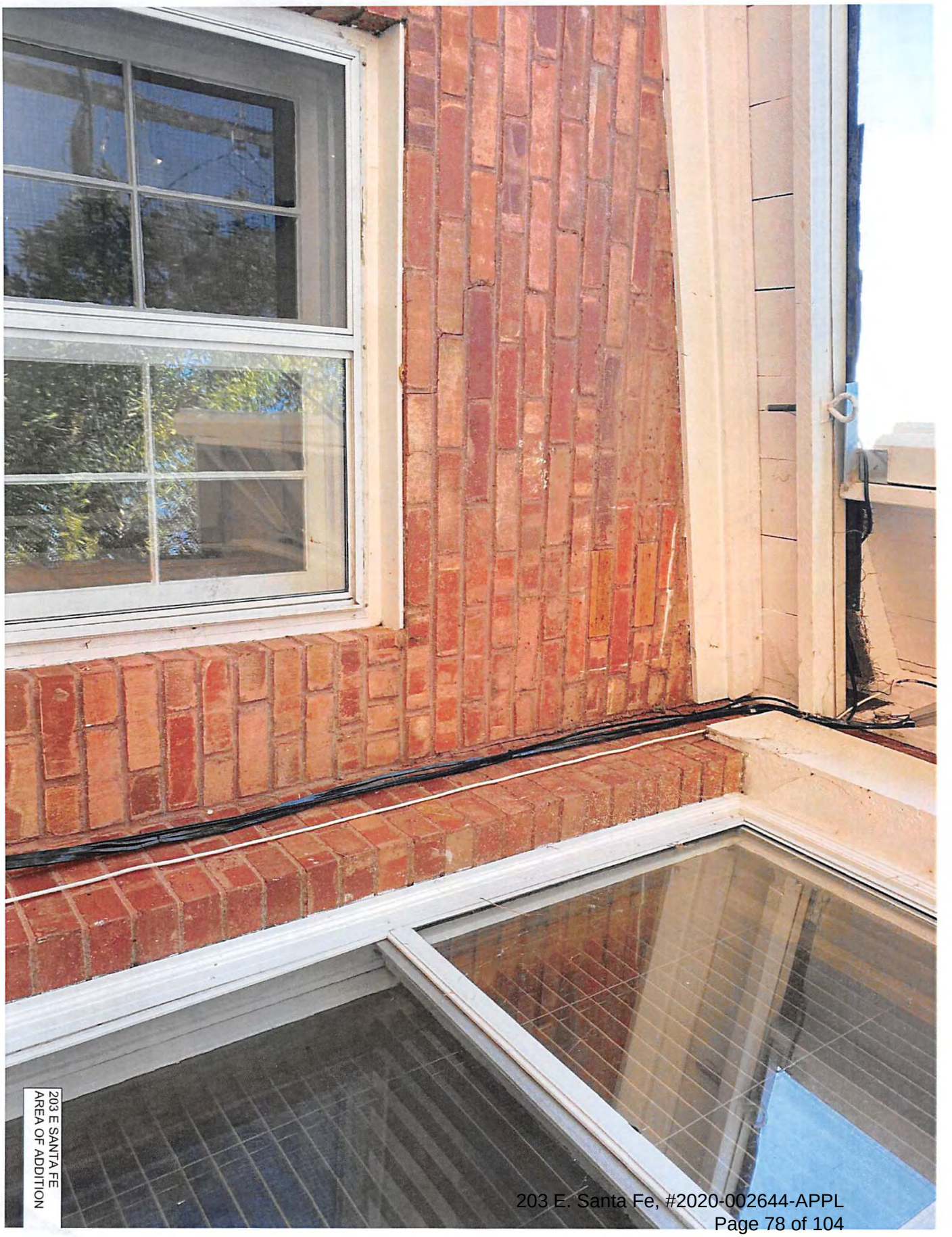


203 E. Santa Fe_#2020-002644-APPL
Page 75 of 104



203 E. Santa Fe, #2020-002644-APPL
Page 76 of 104


203 E SANTA FE AVE.
WEST ELEVATION


203 E SANTA FE
AREA OF ADDITION

EXHIBIT

H

Preliminary Zoning Review Worksheet

City of Santa Fe Land Use Department

RECEIVED
JUL 20 2020

To Be Completed By Applicant:

Date Submitted: 7/10/20

Property Owner of Record: LISA & BRIAN WATSON

Applicant/Agent Name: LLOYD & ASSOCIATES

Contact Person Phone Number: (505) 795-5167

Site Address: 203 E. SANTA FE AVE.

Proposed Construction Description: MASTER BATHROOM ADDITION

TOTAL ROOF AREA: PROPOSED 110SF / EXIST. 2,605SF

Zoning District: R-21 / DON GASPAR HD

Overlay: ☐ Escarpment ☐ Flood Zone* ☐ Other:

Submittals Reviewed with PZR:
☐ Legal Lot of Record ☐ Development Plan ■ Building Plans
■ Existing Site Plan ■ Proposed Site Plan ■ Elevations

Supplemental Zoning Submittals Required for Building Permit:
☐ Zero Lot Line Affidavit

Access and Visibility: ☐ Arterial or Collector** ☐ Visibility Triangle Required

Use of Structure: ■ Residential ☐ Commercial Type of Use:

Terrain: ☐ 30% slopes

* Requires an additional review conducted by Technical Review Division
** Requires an additional review conducted by the Traffic Engineering Division

Lot Coverage : 39%
☐ Open Space Required:

Setbacks:
Proposed Front: EXIST. Minimum:
2nd Front?
Proposed Rear: EXIST. Minimum:
Proposed Sides: L R EX. Minimum: EXIST.

Height: Proposed 13'-10"
Maximum Height: 24FT. or
■ Regulated by Historic Districts Ordinance
☐ Regulated by Escarpment District

Parking Spaces:
Proposed NA Accessible NA
Minimum: NA

Bicycle Parking**:
Proposed: NA Minimum: NA
** Commercial Requirement

THIS REVIEW DOES NOT GRANT ZONING APPROVAL FOR BUILDING PERMIT. FINAL ZONING REVIEW WILL BE PERFORMED AT THE TIME OF BUILDING PERMIT APPLICATION.

SHEB MIRANDO / LLOYD & ASSOCIATES ARCHITECTS [☐OWNER ☐APPLICANT ■AGENT]
PRINT NAME

hereby certifies that the information provided for preliminary zoning review is accurate and will not be modified without consulting Land Use Department staff prior to submittal for Historic Districts Review Board review.

Sheb Mirando
SIGNATURE

7/10/20
DATE

To Be Completed By City Staff:

Additional Agency Review if Applicable:
☐ Escarpment Approval by _____ Date: ___/___/___
☐ Flood Plain Approval by _____ Date: ___/___/___
☐ Traffic Engineering Approval by _____ Date: ___/___/___
Notes:

Zoning Approval:
■ Preliminary Approval ☐ with conditions ☐ Rejected
Comments/Conditions:

REVIEWER: Tomas Mayfield DATE: 7/14/20

Original color form must be submitted with Historic Districts Review Board (HDRB) application packet.

EXHIBIT

I

NEW MEXICO HISTORIC BUILDING INVENTORY - SANTA FE RESURVEY 1993

IDENTIFICATION

ADDRESS: 203 E. Santa Fe

ID NUMBER: 0516000024

BUILDING NAME:

UTM REFERENCE EASTING NORTHING

ZONE 12 13

LEGAL DESCRIPTION:

SANTA FE ID NUMBER: H3404

TNSP 17 (N) S RANGE 9 (E) W SEC 25 NW 1/4 NE 1/4

FIELD MAP Santa Fe Historic Structures Survey, 1983-85/1992

DATE OF CONSTRUCTION:

_____ ESTIMATE by 1928 ACTUAL

SOURCE(S) city directory

BUILDING DATA

ARCHITECTURAL STYLE: Hipped Box

USE:

HISTORIC: (residential)

OTHER _____

PRESENT: (residential)

OTHER _____

SURROUNDINGS: residential

RELATIONSHIP TO HISTORIC SURROUNDINGS:

X SIMILAR ___ NOT SIMILAR

ASSOCIATED BUILDINGS ON SITE:

X YES ___ NO

WHAT TYPE? garage

IF INVENTORIED, LIST ID NUMBER(S)

_____

DEGREE OF REMODELING:

X MINOR X MODERATE

___ MAJOR small addn/

EXPLAIN: porch enclosure on north (rear)

OVERALL CONDITION:

___ EXCELLENT X GOOD

___ FAIR ___ DETERIORATED

BUILDING THREATENED?

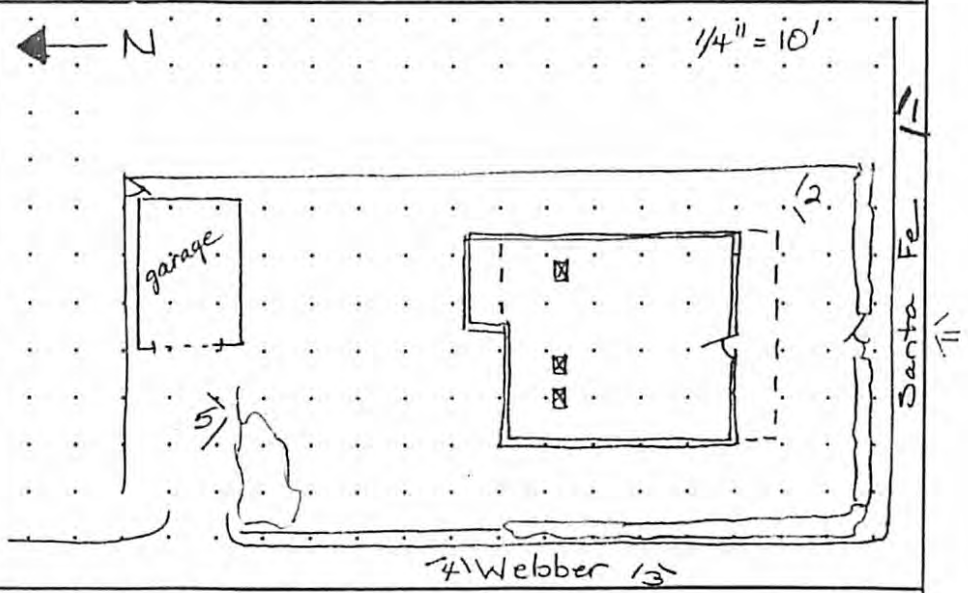
___ YES X NO

PHOTO



#11 south elevation

SITE PLAN



SIGNIFICANCE

LISTED ON NATIONAL REGISTER OF HISTORIC PLACES?

X YES ___ NO ___ ELIGIBLE

X CONTRIBUTING ___ NON-CONTRIBUTING

LISTED ON STATE REGISTER OF CULTURAL PROPERTIES?

X YES ___ NO ___ ELIGIBLE Contributing

LOCAL DESIGNATION: Don Gaspar HISTORIC DISTRICT

X SIGNIFICANT ___ CONTRIBUTING ___ NON-CONTRIBUTING

LOCAL LANDMARK ___ YES X NO

SURVEYED 8/93 BY DB

NEGATIVES WITH NMHPD ROLL # DB8 NEG # 1 TO 5

DB#D #11

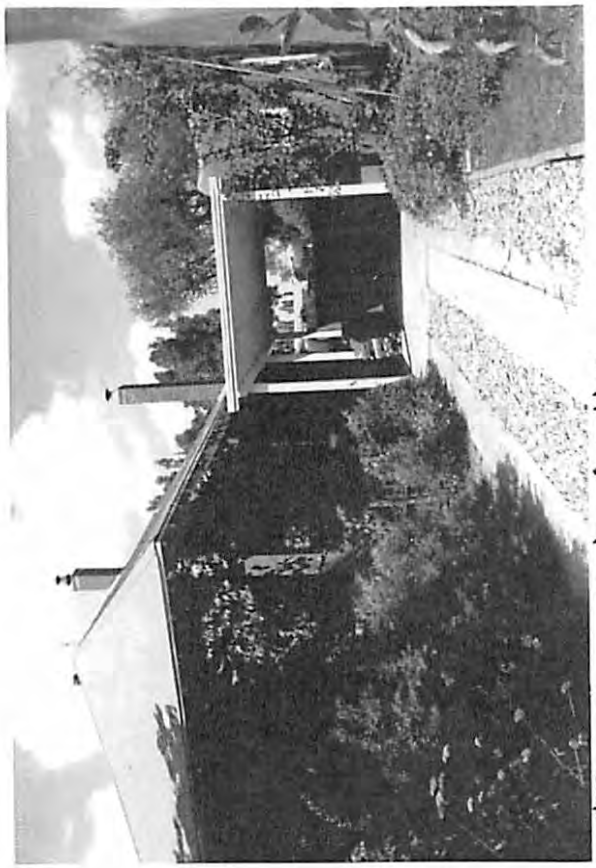
ARCHITECTURAL FEATURES: STYLE, MATERIALS, AND CONDITION

ROOFS & DRAINS	hipped asphalt shingle with overhang, exposed rafters; shed roof on N section with wood fascia
BUILDING WALLS	red brick
FOUNDATIONS	cut stone – basement windows visible on west
DOORS	large-light wood with transom, metal storm door
WINDOWS	1/1 wood DHWs; 6-light casements, paired concrete lintels & sills, storm windows
PORCHES OR PORTALES	south – under house roof – full-facade porch with brick piers & low wall, concrete cap, concrete floor
BALCONIES	
COURTYARDS	
FENCES/WALLS	hedges around front yard, concrete block on west in rear and north; wire fence east
ARCH. DETAILS	
OTHER	Garage is red brick with pitched gable, exposed rafters, boarded windows with wood lintels
COMMENTS	Small addition on north (replacing porch) since 1948 Sanborn – not intrusive.

ADDITIONAL PHOTOGRAPHS



#1 south elevation from SE

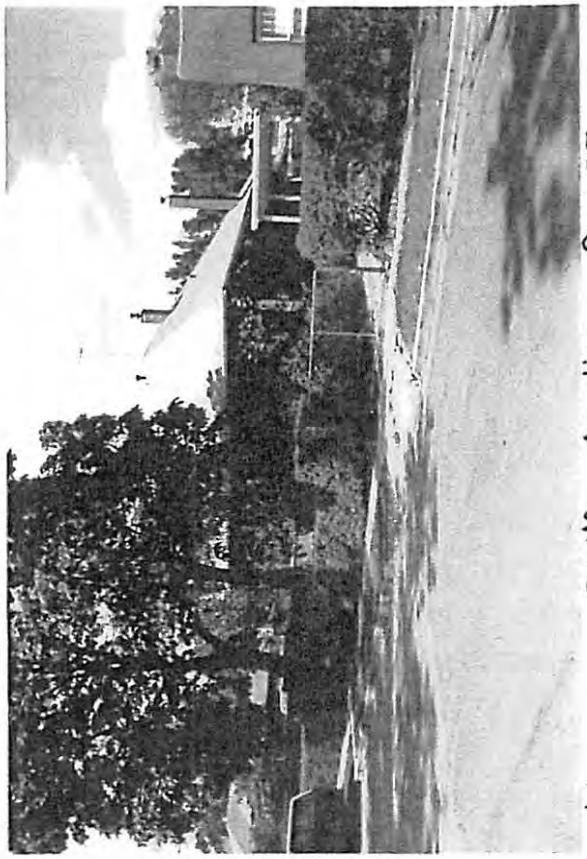


#2 east elevation

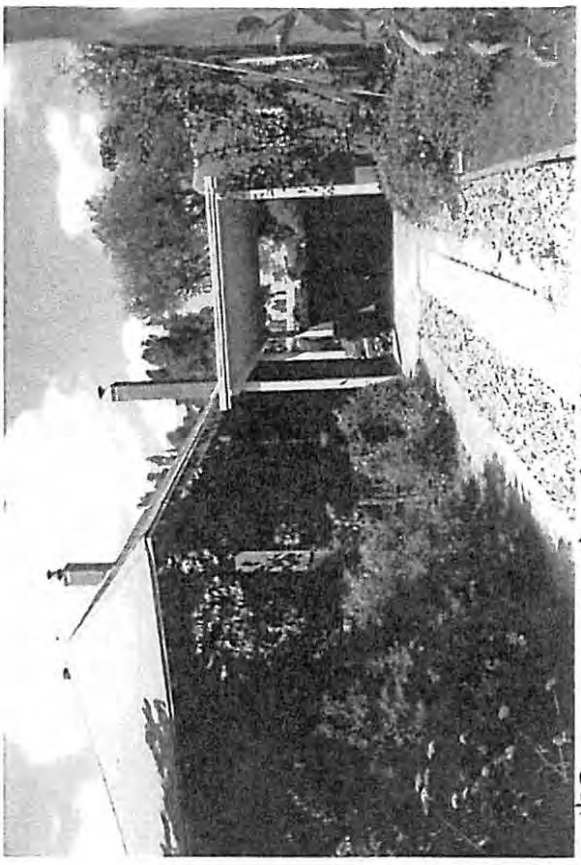
ARCHITECTURAL FEATURES: STYLE, MATERIALS, AND CONDITION

ROOFS & DRAINS	hipped asphalt shingle with overhang, exposed rafters; shed roof on N section with wood fascia
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OTHER	Garage is red brick with pitched gable, exposed rafters, boarded windows with wood lintels
COMMENTS	Small addition on north (replacing porch) since 1948 Sanborn – not intrusive.

ADDITIONAL PHOTOGRAPHS



#1 south elevation from SE



#2 east elevation

NEW MEXICO HISTORIC BUILDING INVENTORY - SANTA FE RESURVEY 1993 (concluded)

IDENTIFICATION

ADDRESS

203 E. Santa Fe

ID NUMBER: 0516 00024

SANTA FE ID NUMBER: H 3404

SURVEYED/RESEARCHED

DATE 8/93 BY DB



#5 north elevation from NW

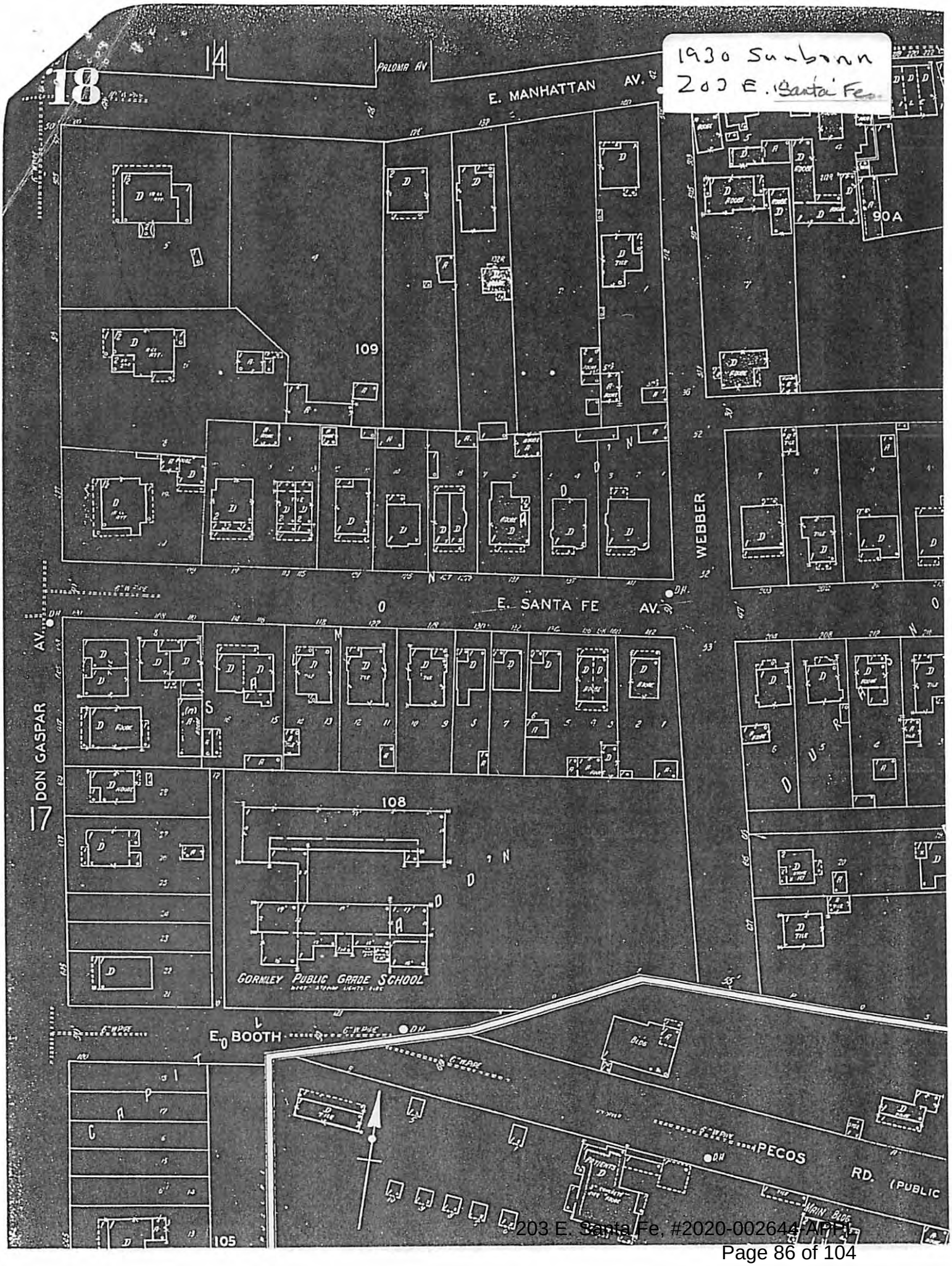


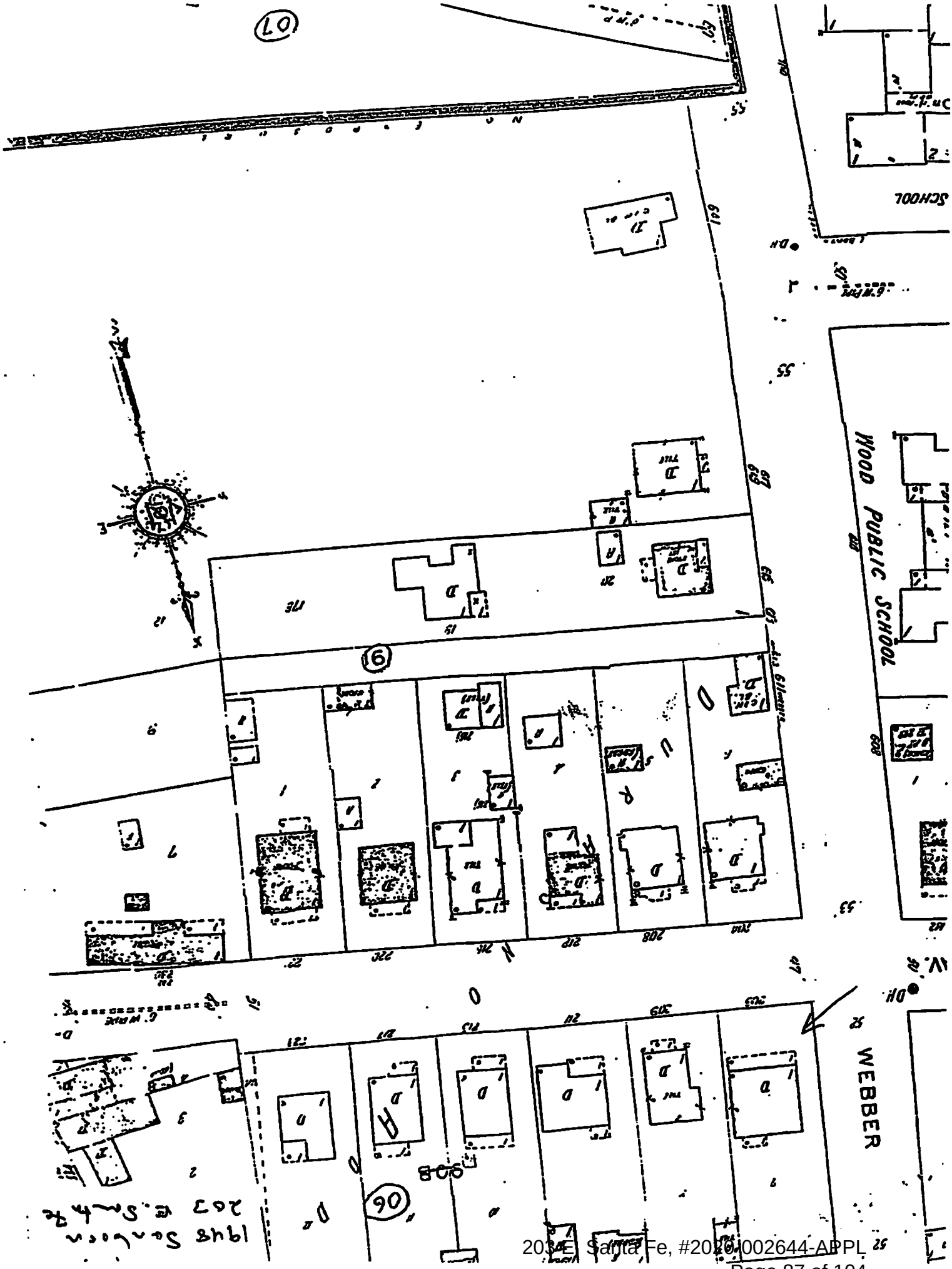
#4 west elevation, 2 end



#3 west elevation

(continuation s map/plat information)


1930 Sunbarn
200 E. Santa Fe
18
14
PALOMA AV
E. MANHATTAN AV.
90A
109
WEBBER
E. SANTA FE AV.
DON GASPAR AV.
17
108
GORMLEY PUBLIC GRADE SCHOOL
E. BOOTH
PECOS RD. (PUBLIC
MAIN BLDG
105


07
06
WEBBER
HOOD PUBLIC SCHOOL

NEW MEXICO HISTORIC BUILDING INVENTORY FORM

H3404

building threatened? yes	surveyed date 7-82 by E.T.	county Santa Fe	ID no. 051600
field map Don Gaspar Neighborhood	number 24	UTM reference zone 12 (13)	easting 415080 northing 3948170

location description: 203 E Santa Fe

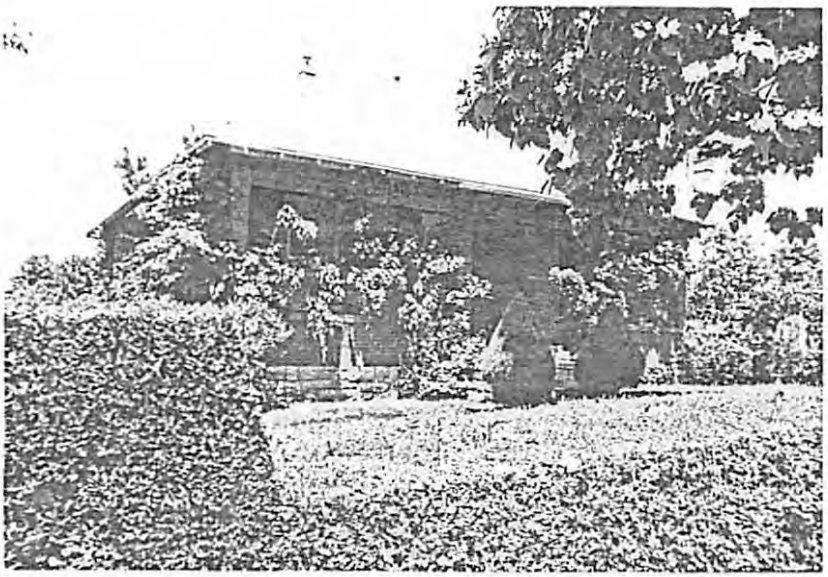
city/town: Santa Fe

land grant/reservation:

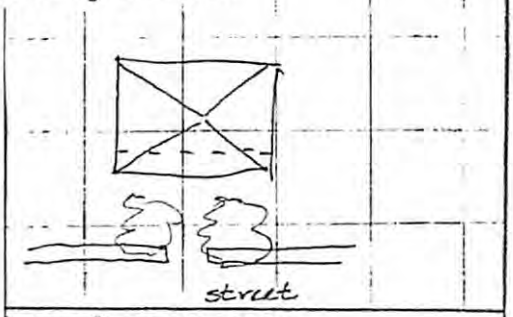
building name:

legal description: tnsp ___ N S range ___ E W sec ___

film roll by E.T. no. 29 2 | negative nos. 7-8 8,9 | loc. of neg. City of Santa Fe



building-site plan



date of construction: 1895 estimate 1912-28 actual

source: City Directory, Sanborn

use
present: residential
other:
historic: residential
other:

condition: X excellent ___ good ___ fair ___ deteriorating

degree of remodeling: X minor ___ moderate ___ major
describe:

surroundings: res

relationship to surroundings: X similar ___ not similar

district potential: X yes ___ no

significance: X significant ___ contributing ___ supporting ___ intrusive

associated buildings? X yes
what type? brick garage
if inventoried, list ID nos.

see back? X yes

style: late Victorian

foundation material: ~~#1~~ stone

wall material/surface: red brick

architectural features:
steep hip roof
veranda - inset - across front
exposed rafters
d/h wd 1-1
stone lintels

comments:
trimmed hedge - paired flowering trees at walk
neg #9
1936 cd - Thomas Vincent
1928 cd - Santana Mrs Josie
1930 directory

NEW MEXICO HISTORIC BUILDING INVENTORY FORM

building threatened? yes	surveyed date 7-82 by E.T.	county Santa Fe	ID no. 051600
field map Don Gaspar Neighborhood	number 24	UTM reference zone 12 (13)	easting 425 northing 3947[illegible]

location description: 203 E Palace Ave

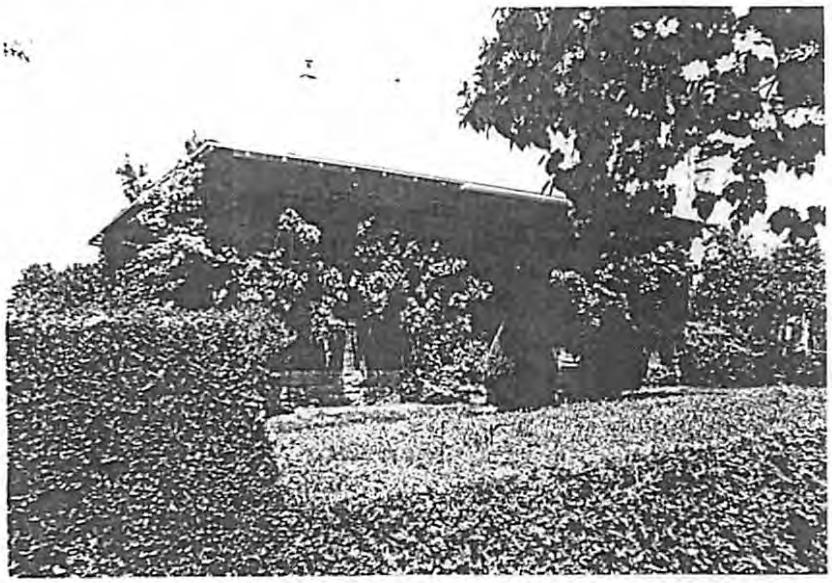
city/town: Santa Fe

land grant/reservation:

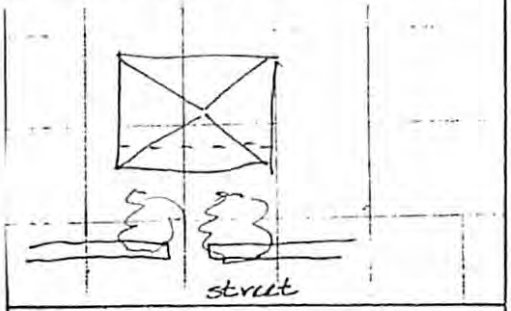
building name:

legal description: tnsp ___ N S range ___ E W sec ___

film roll by E.T. no. 19 2	negative nos. 7-8 8,9	loc. of neg. City of Santa Fe



building-site plan



date of construction: 1895 estimate 1912-28 actual

source: City Directory, Sanborn

use
present: residential
other:
historic: residential
other:

condition: X excellent ___ good ___ fair ___ deteriorating

style: late Victorian

foundation material: ~~N/A~~ stone

wall material/surface: red brick

architectural features:

steep hip roof
veranda - inset - across front
exposed rafters
d/h wd 1-1
stone lintels

degree of remodeling: X minor ___ moderate ___ major

describe:

surroundings: Res

relationship to surroundings: X similar ___ not similar

district potential: X yes ___ no

significance: X significant ___ contributing ___ supporting ___ intrusive

comments:

trimmed hedge - paired flowering trees at walk
neg #9
1936 ad - Thomas Vincent
1928 ad - Barbara Mrs Jones
1930 ad - [illegible]

associated buildings? X yes
what type?
brick garage
if inventoried, list ID nos.

see back? X yes

ADDRESS: 203 E. Santa Fe **HIST. SURVEY #:** 24

(OD = Out of District; M = Moved
DEM = Demolished; N/A = not a building)

NAME:

CITY SURVEY

Area #: 10 Signif. Status: S

(S = Significant; C = Contributing; NC = Noncontributing

REGISTER STATUS (Individual Nominations)

National: N State: N State #: N/A

HSFF: N **HABS:** N

(OSFT = To be in forthcoming 4th edition of Old Santa Fe Today.
Not covered by a more detailed Bulletin article.)

DOCUMENTATION

SFHS Inventory: Y

NR Nomination: N/A SR Nomination: N/A

HSFF Bulletin: N/A HABS Data: N/A

Historic Photos: Museum: Archives:

Modern Photos: MNM: SRC:

Surveys: Floor Plans: Elevations:

Other:

Bibliography:

Comments:

EXHIBIT

J

From:	info@nmmediate.com
To:	PAEZ, SALLY A.
Cc:	juaneddy@earthlink.net; ISAACSON, ELIAS S.; ROACH, LISA X.
Subject:	Re: Appeal - 203 E. Santa Fe Ave.
Date:	Thursday, October 1, 2020 9:43:58 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

PAEZ, SALLY A. writes:
PAEZ, SALLY No I only thought that was necessary for an appeal to court but we can do that. I assume we can serve Wayne Lloyd alone since he is the agent.
Stefanie Beninato

> Hi Stefanie and John,
>
> We are reviewing the appeal pursuant to Santa Fe City Code Section
> 14-3.17(D)(6) (Conformity of Appeal). I'm writing to confirm whether the
> appeal petition was served on the property owners and/or Wayne Lloyd, as
> required by Section 14-3.17(D)(2). Please let me know.
>
> Also, Stefanie, can you confirm which email address you'd like me to use
> for correspondence on this matter. I would have just used the "havephd"
> address, but it was hard to read it, so I've included the other email
> address I have for you as well.
>
> Thank you,
> Sally
>
> Sally A. Paez
> Assistant City Attorney
> City of Santa Fe, NM
> sapaez@santafenm.gov
> 505-955-6501
>
> This message may be subject to the attorney client privilege. Rule 11-503
> NMRA. If you have received this message in error, please delete it and
> alert the sender. Rule 16-106(C) NMRA.
>

--
Stefanie Beninato
PO Box 1601
Santa Fe, NM 87504
505 988 8022

From: info@nmmediate.com
To: PAEZ, SALLY A.
Cc: juaneddy@earthlink.net; ISAACSON, ELIAS S.; ROACH, LISA X.
Subject: Re: Appeal - 203 E. Santa Fe Ave.
Date: Thursday, October 1, 2020 11:39:25 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

PAEZ, SALLY I have copies for the owners and for the architect. I will
leave them at their addresses if they are not there today.
Thanks
Stefanie Beninato

A. writes:

> Hi Stefanie and John,
>
> We are reviewing the appeal pursuant to Santa Fe City Code Section
> 14-3.17(D)(6) (Conformity of Appeal). I'm writing to confirm whether the
> appeal petition was served on the property owners and/or Wayne Lloyd, as
> required by Section 14-3.17(D)(2). Please let me know.
>
> Also, Stefanie, can you confirm which email address you'd like me to use
> for correspondence on this matter. I would have just used the "havephd"
> address, but it was hard to read it, so I've included the other email
> address I have for you as well.
>
> Thank you,
> Sally
>
> Sally A. Paez
> Assistant City Attorney
> City of Santa Fe, NM
> sapaez@santafenm.gov
> 505-955-6501
>
> This message may be subject to the attorney client privilege. Rule 11-503
> NMRA. If you have received this message in error, please delete it and
> alert the sender. Rule 16-106(C) NMRA.
>

--
Stefanie Beninato
PO Box 1601
Santa Fe, NM 87504
505 988 8022

From:	PAEZ, SALLY A.
To:	"info@havephd-willtravel.com"
Cc:	juaneddy@earthlink.net; ISAACSON, ELIAS S.; ROACH, LISA X.; MCSHERRY, ERIN K.; Wayne Lloyd; DANIEL N. SCHWAB (dnschwab@santafenm.gov)
Subject:	RE: Appeal - 203 E. Santa Fe Ave.
Date:	Friday, October 2, 2020 9:07:00 AM

Good morning Stefanie,

I spoke to Wayne Lloyd, who is representing the property owners in this matter, and he confirmed that the property owners do not wish to waive the legal requirement for service of notice within three days of the filing of an appeal. Accordingly, the Land Use Director and City Attorney recommend that the Governing Body should deny this appeal for failure to conform to the legal requirements set forth in the appeal ordinance, Santa Fe City Code Section 14-3.17(D)(2). Pursuant to SFCC Section 14-3.17(D)(6), the City Attorney's Office will be submitting a written recommendation to the Governing Body for discussion at an upcoming City Council meeting. I will keep both parties updated on the status of this matter.

Sincerely,
Sally

Sally A. Paez
Assistant City Attorney
City of Santa Fe, NM
sapaez@santafenm.gov
505-955-6501

This message may be subject to the attorney client privilege. Rule 11-503 NMRA. If you have received this message in error, please delete it and alert the sender. Rule 16-106(C) NMRA.

-----Original Message-----
From: info@havephd-willtravel.com <info@havephd-willtravel.com>
Sent: Thursday, October 1, 2020 1:02 PM
To: PAEZ, SALLY A. <sapaez@santafenm.gov>
Cc: juaneddy@earthlink.net; ISAACSON, ELIAS S. <esisaacson@santafenm.gov>; ROACH, LISA X. <lxroach@santafenm.gov>
Subject: Re: Appeal - 203 E. Santa Fe Ave.

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SALLY et al
Please be advised that I have personally served Lisa Wilson at 203 E Santa Fe Ave. I pointed out that we had filed the week before. She said it was fine and that she had no problem taking the copy of the appeal. I personally served an associate of Wayne Lloyd at 321 W San Francisco St Ste A who left it on Mr Lloyd's desk and called him. I had also left Wayne a message IF you need something more formal, please let me know.
The above is true and correct to the best of my knowledge.
Stefanie Beninato

> Hi Stefanie and John,
>
> We are reviewing the appeal pursuant to Santa Fe City Code Section

> 14-3.17(D)(6) (Conformity of Appeal). I'm writing to confirm whether
> the appeal petition was served on the property owners and/or Wayne
> Lloyd, as required by Section 14-3.17(D)(2). Please let me know.
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> Also, Stefanie, can you confirm which email address you'd like me to
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> Thank you,
> Sally
>
> Sally A. Paez
> Assistant City Attorney
> City of Santa Fe, NM
> sapaez@santafenm.gov
> 505-955-6501
>
> This message may be subject to the attorney client privilege. Rule
> 11-503 NMRA. If you have received this message in error, please delete
> it and alert the sender. Rule 16-106(C) NMRA.
>

--
Stefanie Beninato
PO Box 1601
Santa Fe, NM 87504
505 988 8022

PAEZ, SALLY A.

From: Wayne Lloyd <wlloyd@lloyd-architects.com>
Sent: Friday, October 2, 2020 2:35 PM
To: PAEZ, SALLY A.
Subject: 203 Santa Fe Ave. The Watson addition appeal

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.

Hello Sally,

I know you are not in this afternoon but since I have been keeping my client in the loop on communications; I forwarded to them Stefanie's response and assuming she was referring to 'Lisa Watson' when she wrote Lisa Wilson, I requested from Lisa Watson to recall as specifically as possible what was said by Stefanie at the door and Lisa's response. The following is what I received from my client:

On October 1st, Stefanie Beninato rang the doorbell to my house around 12:30 pm. She stated "I am appealing the addition to your house. I was supposed to give you this notice last week so I apologize for being late". I said no apologies necessary, just give it to me". I closed the door and walked away.

I hope this won't boil down to 'he said, she said' (or in this case 'she said and she said')

Have a great weekend,

Wayne

Wayne S. Lloyd, AIA
Lloyd & Associates Architects
www.lloyd-architects.com
Suite 'A'
321 W. San Francisco St.
Santa Fe, NM 87501
505-988-9789 ext 222
505-983-1973 Direct
505-470-3338 cell

PAEZ, SALLY A.

From: Wayne Lloyd <wlloyd@lloyd-architects.com>
Sent: Monday, October 5, 2020 3:15 PM
To: ROACH, LISA X.; PAEZ, SALLY A.
Cc: ISAACSON, ELIAS S.; juaneddy@earthlink.net; MCSHERRY, ERIN K.
Subject: RE: appeal 203 E Santa Fe Ave

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.

I find it interesting that Stefanie states that 'she thought City Staff' would copy or inform the agent or owner of the appeal; yet, when she delivered it to the Watson house she stated that it was supposed to have been delivered the prior week. ? Even it you exclude the weekend days, it was more than 3 days.

Thanks,

Wayne

Wayne S. Lloyd, AIA
Lloyd & Associates Architects
https://gcc02.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.lloyd-architects.com%2F&data=02%7C01%7Csapaez%40santafenm.gov%7C41c180267b764f2489f408d86973a95b%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C637375292769993829&sdata=f2JWv7gpM1hz2qTUlAKErQEsXKavsmFEZXEL8VsWYpI%3D&reserved=0
Suite 'A'
321 W. San Francisco St.
Santa Fe, NM 87501
505-988-9789 ext 222
505-983-1973 Direct
505-470-3338 cell

-----Original Message-----
From: ROACH, LISA X. <lxroach@santafenm.gov>
Sent: Monday, October 5, 2020 3:03 PM
To: info@nmmediate.com; PAEZ, SALLY A. <sapaez@santafenm.gov>
Cc: ISAACSON, ELIAS S. <esisaacson@santafenm.gov>; juaneddy@earthlink.net; Wayne Lloyd <wlloyd@lloyd-architects.com>; MCSHERRY, ERIN K. <ekmcsherry@santafenm.gov>
Subject: RE: appeal 203 E Santa Fe Ave

I have just received the attached documents from Ms Beninato.

Lisa G. Roach
Historic Preservation Division Manager
(505) 955-6577

-----Original Message-----
From: info@nmmediate.com <info@nmmediate.com>

Sent: Monday, October 5, 2020 12:28 PM
To: PAEZ, SALLY A. <sapaez@santafenm.gov>
Cc: info@nmmediate.com; ROACH, LISA X. <lxroach@santafenm.gov>; ISAACSON, ELIAS S. <esisaacson@santafenm.gov>; juaneddy@earthlink.net; Wayne Lloyd <wlloyd@lloyd-architects.com>; MCSHERRY, ERIN K. <ekmcsherry@santafenm.gov>
Subject: Re: appeal 203 E Santa Fe Ave

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.

PAEZ, SALLY I will give those materials into you by email and I am bringing Lisa Roach a copy at 3PM Thank you for including it in the supplemental materials Stefanie Beninato

A. writes:

> Dear Stefanie,
>
> I did attach the email, and I've attached it again.
>
> The recommendation will be a discussion item, as described in SFCC
> Section 14-3.17(D)(6) and Resolution 2011-24, Part V. I will alert the
> Governing Body to the general nature of your position and the appellees'
> position with regard to the timeliness of service.
>
> We are already past the clerk's deadline to submit packet materials
> for the October 14 City Council meeting, but if you want to send me
> something by email by the close of business today, I will ask the
> Clerk to include it as supplementary materials. We are not working in
> the office due to the public health emergency, so please use email if
> there is something you would like to submit to me. I will not timely
> receive anything that is delivered to the office (and I don't think
> there will be anyone there to receive documents).
>
> Thank you,
> Sally
>
> -----Original Message-----
> From: info@nmmediate.com <info@nmmediate.com>
> Sent: Monday, October 5, 2020 9:50 AM
> To: PAEZ, SALLY A. <sapaez@santafenm.gov>
> Cc: Stefanie Beninato <info@nmmediate.com>; ROACH, LISA X.
> <lxroach@santafenm.gov>; ISAACSON, ELIAS S.
> <esisaacson@santafenm.gov>; juaneddy@earthlink.net; Wayne Lloyd
> <wlloyd@lloyd-architects.com>; MCSHERRY, ERIN K.
> <ekmcsherry@santafenm.gov>
> Subject: Re: appeal 203 E Santa Fe Ave
>
> 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.
>
>
> PAEZ, SALLY A. I do not see any copy of any email from Wayne Lloyd.
> writes:
> I do not see anything in the rules that prevents a motion going to the
> council with your recommendation for dismissal. Would you please
> point to the actual language in the ordinance? Will the
> recommendation be a discussion item?
>
> I think also that you need to note that Ms Watson did accept
> service--no matter what she thinks "No worries" should be understood
> to mean. Part of the grounds for keeping the appeal going forward.
> Are you putting that acceptance into the facts with your recommendations?
>
>
> You did not attach Lloyd's email to you.
>
> I do expect that you will put the Motion in the packet since there is
> nothing prohibiting a party from responding to the city's
> recommendation to dismiss. I want an response.
>
> I also have a proposal that I think ultimately will serve all parties.
> I will be forwarding that to you before noon.
> The Motion will be notarized by 3PM today and delivered to your office.
> Thanks
> Stefanie Beninato
>
>> Good morning Stefanie,
>>
>> The three-day service rule is a law passed by the Governing Body. It
>> is not up to the parties or city staff to determine whether to waive
>> this legal requirement. The City's appeal ordinance and appeal
>> procedures resolution (attached) do not provide for motion practice
>> or formal responses from the parties in this situation. I will be
>> submitting a written recommendation for the Governing Body's
>> consideration pursuant to the procedures set forth in these governing
>> documents. There has been no conference call between city staff and the appellees. I spoke to Mr.
>> Lloyd once, on Friday morning, so that I could tell him how the City
>> Attorney's Office was planning to proceed, and I received the
>> attached email from him on Friday afternoon when I was out of the
>> office (I'm providing the email to you as a public record).
>>
>> Sincerely,
>> Sally
>>
>>
>> From: Stefanie Beninato <info@nmmediate.com>
>> Sent: Monday, October 5, 2020 7:14 AM
>> To: PAEZ, SALLY A. <sapaez@santafenm.gov>; ROACH, LISA X.
>> <lxroach@santafenm.gov>; ISAACSON, ELIAS S.
>> <esisaacson@santafenm.gov>; juaneddy@earthlink.net

>> Subject: appeal 203 E Santa Fe Ave
>>
>> 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.
>>
>> Sally I will submit a Motion for an Exception to the Service
>> Deadlines either today or tomorrow-it depends on communication with
>> John and getting it notarized which I am not sure is necessary.
>> I would also like a copy of the response that the owner crafted with
>> her agent, Ms Roach and you on a conference call and that supposedly
>> is going to be submitted to Council.
>> As far as I could tell, you did not sent that to me nor did the
>> owner/agent. I prefer email to hand delivery or certified mail.
>> Thank you
>> Stefanie Beninato
>
> --
> Stefanie Beninato
> PO Box 1601
> Santa Fe, NM 87504
> 505 988 8022
>

--
Stefanie Beninato
PO Box 1601
Santa Fe, NM 87504
505 988 8022

RECEIVED
OCT 0 5 2020
BY: LGR

APPEAL FILED 23 SEPTEMBER 2020
203 E SANTA FE AVE #20202-002357
BRIAN AND LISA WATSON, owners; WAYNE LLOYD agent/architect

VERIFIED MOTION FOR EXCEPTION TO 14-3-17 D 2 (SERVICE OF APPEAL ON PARTY)

Appellants ask for an exception to 14-3-17 D 2 for a 3-day late service of appeal for the following reasons:

1. ACCEPTANCE OF SERVICE BY OWNER

I went to 203 E Santa Fe Ave on 1 October around noon and informed Ms Lisa Watson that I had an appeal from the H Board decision which was late. She said "No worries. It's fine" and took the copy of the appeal. Any reasonable person employing the plain universal meaning to Ms Watson's words and actions would believe that she accepted the service. Ms Watson informed me on 2 October 2020 that she was speaking in Southern vernacular and its meaning was not the universally accepted meaning of "No worries." The Council should find that the owner accepted process.

2. SIGNIFICANT ISSUE OF PUBLIC IMPORTANCE

A The basis of the appeal (whether aging in place is a hardship) is a significant issue of public importance. If it is a ground for hardship then it negates this requirement since we are all aging in place and makes that part of the code ineffective. The law requires that the code be interpreted so that all parts have effect.

Without a Council decision that aging in place is not a hardship, the Board will now be required to grant hardship to all exceptions based on aging in place. Please read the appeal for further rationale.

B It is a significant issue of public importance because the Board has conflicting decisions based on this ground (aging in place). In one case on Canyon Rd (owner Megan Hill) the Board granted an exception for aging in place. The owner had broken her foot and was going to recover. It denied this ground which was part of the reasoning behind the elevator requested by the trust on behalf of the owners (Geo. RR Martin) for access to a roof deck on a proposed structure. One of the owners was currently in a wheel chair with the prognosis unclear as to continuation of the mobility issue.

C It is a significant issue of public importance because the retention of the historic streetscape (in this case a significant historic building) is one of the primary reasons that visitors come to Santa Fe. Although it is "only" one structure, the precedent-setting nature has major repercussions for every exception request that follows.

3. A THREE DAY DELAY IN SERVICE DOES NOT DISADVANTAGE THE OWNERS

The Appellants served the owner and agent three days after the deadline for service of the appeal on the owners/agent. The delay in service is not a disadvantage since the record already contains the full application, the minutes of the meeting and the findings which will be part of the appeal. There is virtually no rebuttal necessary. NOTE: Legal filing/service requirements that are 10 days or less do not count weekends as "days". The city could easily grant a three-day extension to submit a rebuttal.

4. FAILURE OF STAFF TO FOLLOW PROCEDURE

A The city itself did not follow the procedure in 14-3-17 D2 or on the application.

1/3

There was no meeting in which Ms Roach reviewed the appeal to see if it was in compliance with zoning requirements as per affidavit which I had to sign before meeting with Ms Roach. B.Ms Roach did not provide Appellants with an original after date stamping it. Appellant asked Ms Roach what the next step in the appeal process was. Ms Roach said Ms Paez would review the appeal. At no time did Ms Roach return the second original and tell me either to look at the appeals ordinance for my responsibilities or tell me that I needed to serve owner and agent with this original. I asked Ms Roach for a copy of the date stamped first page for my records. I mistakenly thought the city would notify the owner. I did not go back and review the appeals ordinance thinking the city had implemented an emergency COVID measures to avoid person to person contact as it was doing in terms of contact with staff. I did serve the owner and agent personally as soon as I was informed that this procedure was still necessary (1 October 2020).

5. DISPARATE TREATMENT

A. The city staff did not meet with appellants as per requirement in the affidavit but did have a conference call with the owner and agent of 203 E Santa Fe Ave in which they collectively drafted a response for the owner to the appeal and its service. Sally Paez contradicts phone conference but does indicate email exchange SS

B. The city has not provided the Appellants with a copy of the document that the owner/agent submitted in this case. It would seem that if the Appellant has to serve the appeal on the owner/agent that their response that then in turn should be required to serve any rebuttals on the Appellant.

C. Appellant was not consulted about the city's statement of its position.

We believe the Council should decide whether aging in place is a valid ground for hardship and whether the status review was necessary before granting the exception.

We believe that we could negotiate a solution with the owners well before the case would be heard that will allow for valid sustainable procedure with a supportable ground for criterion #2 which will not hold up this individual project.

I, Stefanie Beninato, do hereby affirm under penalty of perjury that the above is true and correct to the best of my knowledge. belief and information.

Stefanie Beninato

Stefanie Beninato

STATE OF NEW MEXICO)
) ss
COUNTY OF SANTA FE)

Stefanie Beninato did hereby appear in front of me in Santa Fe, New Mexico on the 5th day of October 2020 and swore under penalty of perjury that the above was true and correct to the best of her knowledge

Maheli Hall

Notary Public

My Commission expires:

03/25/23

2/3

OFFICIAL SEAL
Maheli Hall
NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires: 03/25/23

I, John Eddy, do hereby affirm under penalty of perjury that the above Motion for an Exception is true and correct to the best of my knowledge, belief and information

John Eddy

STATE OF NEW MEXICO)
) ss
COUNTY OF SANTA FE)

John Eddy did hereby appear in front of me in Santa Fe, New Mexico on the 5th day of October 2020 and swore under penalty of perjury that the above was true and correct to the best of his knowledge, belief and information.

Maheli Hall
Notary Public

My Commission expires:

03/25/23

OFFICIAL SEAL
Maheli Hall
NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires: 03/25/23

PAEZ, SALLY A.

From: PAEZ, SALLY A.
Sent: Friday, September 18, 2020 1:06 PM
To: Stefanie Beninato; ROACH, LISA X.; MCCULLEY, LANI J.; ISAACSON, ELIAS S.
Subject: RE: appeal from E Santa Fe Ave contributing structure
Attachments: Appeal Petition (remote notarization 4-13-20).pdf; Appeal Petition (rev. 11-09-18).pdf; SFCC Sec. 14-3.17 Appeals.pdf

Hi Stefanie,

I've attached the appeal petition (a regular version and a one set up for remote notarization) and the appeal ordinance. I agree that the deadline is Wednesday, September 23. I'm pretty sure the fee is $100, Lani can you please confirm?

Please make an appointment to drop this off with someone in historic preservation, as the land use department is mostly closed to the public and we are working from home to the extent possible.

Thanks,
Sally

From: Stefanie Beninato <info@nmmediate.com>
Sent: Friday, September 18, 2020 12:41 PM
To: PAEZ, SALLY A. <sapaez@santafenm.gov>; ROACH, LISA X. <lxroach@santafenm.gov>; MCCULLEY, LANI J. <ljmcculley@santafenm.gov>; ISAACSON, ELIAS S. <esisaacson@santafenm.gov>
Subject: appeal from E Santa Fe Ave contributing structure

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.

LISA, LANI OR SALLY
John Eddy and I are going to appeal the Board's decision on the significant bldg. at 203 E Santa Fe Ave Case # 2020 002357 HDRB
I do not see the appeal application online. Please send me one asap and also what the fee is.
My understanding is the deadline is this coming WED.
Thanks.
Stefanie Beninato
PO Box 1601
Santa Fe NM 87504
505 988 8022

City of Santa Fe, New Mexico
Memorandum

DATE: **October 8, 2020**

TO: **Governing Body**

FROM: **Kyra Ochoa, Community Services Director**

ITEM AND ISSUE:
Request to authorize the City Manager to sign a CARES Act-funded professional services contract with Family Independence Initiative (FII) in the amount of 1.6 million dollars to administer and provide direct economic relief to indigent City residents affected by COVID as part of the Governing Body's budgeted 3.6 million for the Connect Program.

BACKGROUND AND SUMMARY:

As part of the City's CARES Act funding, the Community Services Department was granted 3.6 million dollars in funding for the Connect program to be distributed for the housing, food, transportation, utility, and safety needs of residents affected by COVID-19. Two million dollars of this funding has been allocated to non-profit health and human service providers in our Connect network. The remaining 1.6 million has been earmarked to provide direct economic assistance to be administered by a national organization, the Family Independence Initiative (FII), which has administered CARES funds for this purpose for other states, municipalities and counties nationwide.

By far the largest expense that those in need face is for rent, and our regular Connect fund covers that cost. We know from our navigation network that many residents in our community experience difficulty utilizing this assistance because they live in multi-family households and don't have lease agreements in their names or because their landlords do not accept third-party payments for rent. The contract with FII addresses this barrier. FII vets all applications for funds, reviews all identity documents, and reviews uploaded verification documents. When and individual qualifies, the direct assistance is then provided in the form of direct deposits or cash credit cards.

Those eligible would be city of Santa Fe residents who have experienced financial hardship due to COVID-19, resulting in an inability to cover basic living expenses such as food, transportation, housing or medical expenses; and who fall into the following three categories:

For $750 in Family Economic Relief fund:

1.
- Did not qualify for a federal stimulus check;
- Experienced at least a 20 hour per week reduction in hours per household between March and December, 2020
- Do not qualify for unemployment insurance.
- Have a least one dependent minor child

For $750 in Closure Worker's Relief Fund

2.

- Experienced a temporary job loss due to a workplace shut down because of COVID-19 outbreak or a New Mexico state imposed closure between July 1, 2020 and December 31, 2020; and
- Did not qualify for sick leave benefits

For $3,000 in eviction prevention:

3. Live in the City of Santa Fe and are at risk of eviction or experiencing other housing hardship

- Are in any stage of the process of eviction
- Have experienced an increase in rent at any period since April 1, 2020
- Have no written lease
- Have a lease with less than 6 months remaining (which should cover year-long leases that are at or near term, SRO rentals, month to month leases, weekly leases)
- Have a hardship paying rent for any rent period since April 1, 2020
- Received a written or verbal demand of payment of rent, fines, fees or other penalties from their landlord or property manager at any time since April 1, 2020.
- Received written or verbal notice of intent to evict by landlord or property manager at any time since April 1, 2020

Under separate contracts, Somos un Pueblo Unido will provide outreach and navigation to for purposes 1 and 2 and Chainbreakers will provide outreach and navigation to this resource and the Connect network as a whole. Family Independence Initiative will charge a 5% Administrative fee on the first $100,000 of funds administered ($5,000) and 3% on the remaining 1.5 million ($45,000), for a total administrative fee of $50,000. FII estimates based on experience that for a city of our size, that they will need approximately two and a half months to administer this dollar amount, thus the Community Services Department is requesting an expedited process for this CARES contract.

PROCUREMENT METHOD:

Emergency Procurement.

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Community Development/Fund 240
Munis Org Name/Number: Human Services/Org 2400122
Munis Object Name/Number: Grants & Services/510400

ACTION REQUESTED:
Request to authorize the City Manager to sign a CARES Act-funded contract with Family Independence Initiative (FII) in the amount of 1.6 million dollars to administer and provide direct economic relief to indigent City residents affected by COVID as part of the Governing Body's budgeted 3.6 million for the Connect Program

City of Santa Fe, New Mexico
Memorandum

DATE: **October 8, 2020**

TO: **Governing Body**

FROM: **Kyra Ochoa, Community Services Director**

ITEM AND ISSUE:
Request to authorize the City Manager to sign a contract with The Salvation Army in the amount of two hundred twenty-five thousand dollars ($225,000) to operate a cold-weather shelter from November 1, 2020 to March 31, 2020 for indigent City residents affected by COVID, to be funded with $90,000 from the Governing Body's budgeted $400,000 for the Midtown Emergency Shelter and $135,000 from the Community Services Department Administration budget.

BACKGROUND AND SUMMARY:

In response to the pandemic, the City has worked closely with our shelter partners St. Elizabeth and Interfaith to assist them with reducing their census in order to follow COVID-safe practices. Through the Connect program, we funded and continue to fund hotel stays for shelter guests who were able to stay in hotels. We stood up the Midtown Emergency COVID shelter in order to provide additional community capacity to address sheltering needs and the need for a place to house at-risk and COVID positive people. With winter coming, we still need more capacity.

All current shelters are at capacity for COVID safety. We will be able to shelter more people in hotels with CARES Act funding, but not all are suitable candidates for hotels. At the end of the summer, we began discussing with Interfaith Shelter how to maintain its low census--now 30 on average--over the winter months, when we anticipate more will be at risk for hypothermia. In September, Community Services reached out the Salvation Army to see if they would consider opening a temporary cold weather, low barrier shelter at their location on West Alameda. They agreed. The following scope is proposed:

Purpose: To prevent hypothermia deaths as well as supporting ongoing efforts to address the impact of COVID19 on the homeless community of Santa Fe.

Contractor, Salvation Army of Santa Fe, agrees to operate a 25-bed low-barrier emergency shelter for homeless adults over the age of 18. The shelter will operate between November 1, 2020 and March 31, 2021 inclusive of those dates. The shelter will operate seven (7) days a week from 7pm to 7am each night.

Shelter operations include:

- Two staff on shift at a time with a Captain on-call in the event of emergency
- Shelter guests will be assigned a clean and sanitized sleeping mat and sheets
- The shelter will not issue drug tests of breathalyzers

- Shelter will provide a set of rules for guests and operating procedures for staff
- Shelter will provide at least one restroom for shelter guests
- Sleeping areas will be COVID19-safe, per CDC guidelines, a minimum of six (6) feet apart with frequent sanitization of common surfaces.

Documentation Requirements:

Contractor is required to maintain a nightly census and will submit a report to City Community Services by the 10th day of the following month using the following information:

- For each night, the number of individuals staying the night
- Brief narrative report of shelter operations including but not limited to health and safety issues, developing partnerships with other providers, unexpected challenges

In addition, the City has contracted additional security to patrol the property at regular intervals (as well as the property around Interfaith Shelter).

Because of the emergency nature of the situation, we request an expedited process for this contract.

ACTION REQUESTED:
Request to authorize the City Manager to sign a contract with The Salvation Army in the amount of twenty-five thousand dollars ($225,000) to operate a cold-weather shelter from November 1, 2020 to March 31, 2020 for indigent City residents affected by COVID, to be funded with $90,000 from the Governing Body's budgeted $400,000 for the Midtown Emergency Shelter and $135,000 from the Community Services Department Administration budget.

City of Santa Fe, New Mexico
Memorandum

DATE: **October 8, 2020**

TO: **Governing Body**

VIA: **Regina Wheeler, Public Works Department Director** RW

FROM: **Caryn Grosse, Facilities Project Administrator**

ITEM AND ISSUE:
Request for approval of Purchase Order to Utilize CARES Act Funding in the Total Amount of $321,887.00 for Envirco Iso-Clean Portable HEPA/UVC air filtration systems; Grainger; Caryn Grosse, clgrosse@santafenm.gov, 955-5938

BACKGROUND AND SUMMARY:
Spread of novel coronavirus from person-to-person is believed to happen among close contacts mainly via respiratory droplets and aerosols produced when an infected person coughs or sneezes, similar to how influenza and other respiratory pathogens spread. If these droplets are hearty enough to survive a period of time in the air, they can be spread in a building by the air handling system.

Ultraviolet germicidal irradiation (UVGI) is a disinfection method that uses short-wavelength ultraviolet (ultraviolet C or UV-C) light to kill or inactivate microorganisms by destroying nucleic acids and disrupting their DNA, leaving them unable to perform vital cellular functions. UVGI is used in a variety of applications, such as food, air, and water purification.

The ASHRAE Position Document on Infectious Aerosols (attached) states that both enhanced filtration and UVGI as a supplement to supply airflow are Evidence Level A techniques to reduce the risk of transmission.

The Iso-Clean portable air filtration system uses a combination of MERV 9 pre-filters and HEPA filtration, as well as ultraviolet-C light to clean the air. The Iso-Clean unit is designed to be used in variety of settings, ranging from hospital isolation rooms to office buildings, to clean and recirculate air to reduce spread of pathogens and improve indoor air quality.

Facilities staff surveyed a number of City buildings to identify areas where larger numbers of people interact, such as the Land Use office at City Hall, areas in the Libraries where staff process book orders, and the kitchens at the Senior Centers where meals are being prepared. Buildings with HVAC equipment that can be retrofitted with MERV-13 filters were removed from the list, as Facilities staff is currently working on preparing an order for those filters The number of units for each location was based on a volume of 48,000 cubic feet per hour. A list of proposed locations and quanitities is attached.

The cost estimate also includes a year's supply of replacement pre-filters. These units and the filters have a five (5) week lead time; delivery is anticipated in mid to late November.

PROCUREMENT METHOD:
The procurement method is NM Statewide Price Agreement (SWPA) # 80-000-18-00080AJ which expires on June 30, 2023.

FUNDING SOURCE:
Fund Name/Number: CARES Act/CARES20FMD

Munis Org Name/Number: Public Works (Facilities) Repair & Maint/3650433
Munis Object Name/Number: COVID-Safe Facilities Improvements/520100

ACTION REQUESTED:
Public Works respectfully requests your review and approval.

Building	QTY	proposed air purifier location(s)
City Hall-Land Use, HR, 1st & 2nd Floor Hallways	5	land use lobby, planning open office area
Main Library	4	circ desk, employee work area
La Farge Library	3	community room, circ desk, open office area
Southside Library	4	circ desk, employee work area
MEG Senior Center	3	kitchens, office area
Pasa Tiempo Senior Center	1	kitchen
Luisa Street Senior Center	1	kitchen
Monica Roybal Center	1	kitchen
Marty Sanchez Links de Santa Fe	4	restaurant, kitchen, pro shop
Fort Marcy Complex	4	weight room, cardio area
Water Division Administration Building	3	lobby, customer service
Water Division TND	1	
Water Division Canyon Road	1	
Waste Water Admin	1	
Municipal Court	4	lobby, court room
Market Station	5	lobby, open office area
BDD Control Room	1	
Police Admin	2	
Fire Station #5	2	training room
	50	

City Of Santa Fe, New Mexico

Requisition No. _____

Purchase Requisition

E/O No. _____

Date: 10/8/2020

DEPARTMENT DIVISION REQUISITION: Public Works/Facilities Division

REQUESTED BY: Caryn Grosse

DELIVER ATTN OF:

ADDRESS: 2651 Siringo Road Building E

Santa Fe, NM 87504

DO NOT WRITE IN THIS SPACE

FUNDS AVAILABLE YES NO

BUDGET OFFICER

BUDGET ADJUSTMENT YES NO

No.

Org/Object/Project	QTY	UNIT	DESCRIPTION	UNIT COST	TOTAL
3650433.520100			CARES20FMD		
	50	ea	Johnston Co 10850-005 Enviroco Iso-Clean	$6,404.40	$320,220.00
			Freestanding Air Purifier with UVC, 115v		
	100	ea	Johnston Co 406330007	$16.67	$1,667.00
			30/30 Dual 9 Pleated Filter 20x12x1		
			Grainger Quote # 2045531381		
			Via SPA # 80-000-18-00080AJ		
			(include CARES Act language on PO)		

DATE DELIVERY REQUIRED

TOTAL COST $321,887.00

VENDOR # 1	VENDOR # 2	VENDOR # 3
Grainger		
827 Fisher Drive		
Waterloo, IA 50701		
WRITTEN QUOTE ORAL QUOTE	WRITTEN QUOTE ORAL QUOTE	WRITTEN QUOTE ORAL QUOTE
TOTAL COST $ $321,887.00	TOTAL COST $	TOTAL COST $

AUTHORIZED SIGNATURE DATE

PURCHASING AGENT SIGNATURE DATE

VENDOR NO.

Customer Quotation.

GRAINGER®

Ship To:
CITY OF SANTA FE
2651 W SIRINGO RD
SANTA FE, NM 87505-0000
US
Shipper Account:

Information	
Grainger Quote Number	2045531381
Print Date	10/08/2020
Customer Account	800135691
Department Number	
Contact Name	
Contact Phone	
Contact Fax	
Contact Email	
Requested by	STEPHEN FREY
Requestor Phone No.	
Requestor Fax	
Requestor Email	STEVE.T.FREY@GRAINGER.COM

eQuote Information:

Comments: NM Price Agreement # 80-000-18-00080AJ

NON-CANCELLABLE/NON-RETURNABLE-COVID19 REQUEST
LEAD TIME SUBJECT TO CHANGE/PRICE VALID FOR QUOTED QTY. ONLY

Line	Description	MFG Part No	Lead Time Bus.days	Qty.	Unit	Quote Price	Extended Price
10	ENVIRCO HOSPI-GARD ISOCLEAN, FREESTANDING WITH UV LIGHT, 115V Mfr Brand Name JOHNSTON CO Customer Part No.: Carrier: 29811 - UPS GROUND Cost expiration date: 10/31/2020 Taxable: NO Notes: NON-CANCELLABLE/NON-RETURNABLE-COVID19 REQUEST LEAD TIME SUBJECT TO CHANGE/PRICE VALID FOR QUOTED QTY. ONLY	10850-005	25	50	EA	6,404.40	320,220.00
20	30/30 DUAL 9 PLEATED FILTER20X12X1 Mfr Brand Name JOHNSTON CO Customer Part No.: Carrier: 29811 - UPS GROUND Cost expiration date: 10/31/2020	406330007	25	100	EA	16.67	1,667.00

Thank You!
Call or visit us at
827 Fisher Drive
Waterloo, IA 50701
www.grainger.com
(800)472-4643

GRAINGER

Customer Quotation

Information	
Grainger Quote Number	2045531381
Print Date	10/08/2020
Customer Account	800135691
Page	2 / 2

Taxable: NO

Notes: NON-CANCELLABLE/NON-RETURNABLE-COVID19 REQUEST
LEAD TIME SUBJECT TO CHANGE/PRICE VALID FOR QUOTED QTY. ONLY

Total Sell Price in USD 321,887.00

This is not an invoice. Changes to product or quantities may result in different pricing. Availability and lead times are subject to change and can be confirmed at order placement. Additional lead time may apply for AK and HI. Unless otherwise stated, these items are sold for domestic consumption in the United States. If exported, purchaser assumes full responsibility for compliance with U. S. export control. Contact Sales Rep.or Grainger branch listed below for questions, order placement or to submit a new request. **Return Policy: Please contact Grainger before returning any product. All returns are subject to the manufacturer's return policy. Special Order items may not be returnable. Restocking fees may apply.**

Thank You!
Call or visit us at
827 Fisher Drive
Waterloo, IA 50701
www.grainger.com
(800)472-4643

ENVIRCO
Innovators in clean air technology

Hospi-Gard® IsoClean®

HEPA Filtration System

TECHNICAL ENGINEERING SPECIFICATION

Introduction

The Hospi-Gard® IsoClean® is a portable, self-contained high efficiency particulate air (HEPA) filtration system designed to easily and economically create a negative pressure isolation room that will meet OSHA and CDC TB guidelines.

The IsoClean® can be used as a positive pressure clean air recirculating system in clinics, waiting rooms, hospital emergency rooms and other confined areas or as a partial or complete exhausting system to create a negative pressure isolation room for possible use with patients known or suspected of having TB, SARS or other infectious diseases.

As a recirculating unit, the IsoClean®'s powerful motor/blower can deliver from 560 CFM (951 m^3/hr) up to 800 CFM (1359 m^3/hr) to provide a large number of room air changes per hour to minimize the spread of airborne diseases to patients and health care workers.

As a negative pressure unit, the air passing through the HEPA filter is cleansed of 99.99% of particles as small as 0.3 micron and may be exhausted directly to the exterior through a window, or through a wall simply by connecting flexible ducting to the 6 in. (152 mm) collar located on the top of the IsoClean®.

The Hospi-Gard® IsoClean® filter contains 220 square feet (20.4 square meters) of media to extend its usable lifetime before filter loading occurs, resulting in decreased cost and fewer filter changes.

Standard Features

Low Cost Isolation Room
An easy and economical solution for creating a negative pressure, isolation room. Simply roll the IsoClean® into a standard room, connect flexible ducting to the 6 in. (152 mm) collar on the top of the unit for partial exhaust or to the optional 8 in. (204 mm) flanged collar for total exhaust and vent the purified air to the exterior through a window or wall.

Flexible Applications
The versatile IsoClean® can be used as a clean air recirculating unit, a negative pressure unit or as a split system to create both negative pressure and clean air recirculation by simultaneously exhausting some of the air out while recirculating the remainder back into the room.

Small and Portable
The IsoClean® can be rolled from one room to another and easily fits into areas with limited floor space.

Quiet Operation
52 dBA on low, 56 dBA on medium and 60 dBA on high speed measured 30 in. (762 mm) from face of the unit.

3-Speed Adjustable Airflow
The IsoClean® provides effective air filtration for a wide variety of room sizes with speeds ranging from 560 to 800 CFM (951-1359 m^3/hr).

Room Air Changes Per Hour
Provides up to 24 room air changes per hour (ACH) in a typical 18 x 12 x 8 ft (5.5 x 3.7 x 2.4 m) patient room or up to 12 ACH for rooms up to 3,900 cubic feet (100 cubic meters).

Low-High Clean Air Circulation Pattern
Room air, along with airborne contaminants, is drawn into the intake grille at the bottom while the purified air is discharged at a high velocity from the exhaust grille located at the top of the IsoClean® to generate a sweeping, low-to high air circulation pattern with adequate "reach" to optimize the clean breathing zone for patient and staff.

Simple Maintenance
Both HEPA filter and prefilter are easily accessible for replacement by authorized personnel.



Hospi-Gard® IsoClean®

Options

- IsoClean with ULPA Filter Upgrade, Part No. 10850-002.
- Minihelic Pressure Gauge, Part No. S11129-001.
- Keylock ON/OFF Switch, Part No. S11073-001.
- Anti-Microbial Prefilter, Part No. 63352.
- Carbon Prefilter, Part No. 63349.
- 8 in. (203 mm) 100% Exhaust Collar, Part No. 11055.
- Room Pressure Monitor, Part No. 63337.
- Annunciator, Part No. 63338.
- 220 V, 50/60 Hz Unit Available, Part No. 10921.

Hospital Applications

- Negative Pressure Rooms.
- Emergency Rooms.
- Waiting Rooms.
- Sputum Induction.
- Aerosol Pentamidine Treatment.
- Intensive Care Units.
- Bronchoscopy Rooms.
- Renal Dialysis Rooms.

Other Applications

- Clinics.
- Nursing Centers.
- Physician Offices.
- Homeless Shelters.
- Addiction Recovery Centers.
- Correctional Facilities.

Warranty

- Limited 1-year warranty.

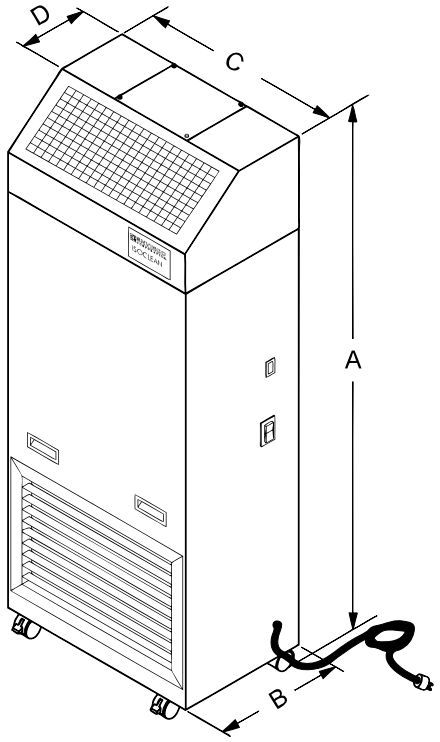
Hospi-Gard® IsoClean®

HEPA Filtration System

ENVIRCO
Innovators in clean air technology

TECHNICAL ENGINEERING SPECIFICATION

Dimensional Information



Description		120V w/UV	220V w/UV	120V	220V
Part No.		10850-005	10921-004	10850	10921
Dimension Inches (mm)	A	62.25 (1581)			
	B	19.75 (502)		15.75 (400)	
	C	23.66 (601)			
	D	12.86 (327)		8.86 (225)	
UL Listed (E152685)		No	No	Yes	No
Airflow CFM (m^3/hr)		Low: 560 (951) ± 10%			
		Medium: 690 (1172) ± 10%			
		High: 800 (1359) ± 10%			
Power Requirements		8 Amps @ 115V/ 60 Hz	4.0 Amps @ 208-230V/ 60 Hz	6.9 Amps @ 115 vac/ 60 Hz	3.5 Amps 208-230 vac/ 60 Hz
Unit Weight lbs. (kg.)		200 (91)		175 (79)	
Shipping Weight lbs. (kg.)		285 (129)		250 (113)	
Shipping Dimensions (mm)	A	71.5 (1816)			
	B	22.75 (578)		18.75 (476)	
	C	26.75 (680)			

* Note: Airflow reduced by 20% when running 50Hz.

Specification

Construction
Welded steel filter plenum and blower housing with a corrosion resistant polyurethane enamel finish. Four 2” (51 mm) casters, two locking.

Filter
Aluminum Framed HEPA type, with a minimum efficiency of 99.99% @ 0.3 micron, aerosol challenged. Airflow sensor indicates when the filter needs changing.

Prefilter
Disposable non-woven polyester media with frame - 30% ASHRAE.

6 in. (152 mm) Exhaust Port
Located on top of the unit for use as a split system to create both negative pressure and clean air recirculation.

Motor/Blower Assembly
Direct drive, continuous duty, 1/3 Hp, 0.25 kW, 3-speed motor with sealed-for-life bearings and inherent overload protection located on the “clean side” of the filter. Motor/blower assembly is mounted on vibration dampening rubber mounts and designed to provide rated airflow through a 50% increase in initial static pressure.

Electrical
Standard 5-15P, 115 V, single phase, rubber-covered cord with 3-prong hospital grade, grounded plug (120V Model). Standard 6-15P, 220 V, single phase, rubber-covered cord with 3-prong hospital grade, grounded plug (220V Model).

UL Listing
UL 507 E152685 on Standard Unit (Part No. 10850) only.

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GSD/PD (Rev. 01/11)

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment Coversheet

Awarded Vendor:
0000013469
W.W. Grainger, Inc.
100 Grainger Parkway
Lake Forest, IL 60045

Telephone No.: (916) 503-0229

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested

NASPO Master Agreement No.: **8496**

Price Agreement Number: 80-000-18-00080AJ

Price Agreement Amendment No.: One

Term: September 21, 2018 – June 30, 2023

Procurement Specialist: Michael Saavedra MS

Telephone No.: (505) 827-0610

Email: Michael.Saavedra@state.nm.us

Title: **Facilities Maintenance and Repair & Operations (MRO) and Industrial Supplies**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from July 1, 2019 to June 30, 2023 at the same price, terms and conditions.

The provisions of the Price Agreement shall remain in full force and effect, except as modified by this amendment.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 6/13/2019

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
MS

ASHRAE Position Document on Infectious Aerosols

Approved by ASHRAE Board of Directors
April 14, 2020

Expires
April 14, 2023

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COMMITTEE ROSTERS

The ASHRAE Position Document on Infectious Aerosols was developed by the Society's Environmental Health Position Document Committee formed on April 24, 2017, with Erica Stewart as its chair.

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HISTORY OF REVISION/REAFFIRMATION/WITHDRAWAL DATES

The following summarizes this document's revision, reaffirmation, and withdrawal dates:

6/24/2009—BOD approves Position Document titled *Airborne Infectious Diseases*

1/25/2012—Technology Council approves reaffirmation of Position Document titled *Airborne Infectious Diseases*

1/19/2014—BOD approves revised Position Document titled *Airborne Infectious Diseases*

1/31/2017—Technology Council approves reaffirmation of Position Document titled *Airborne Infectious Diseases*

2/5/2020—Technology Council approves reaffirmation of Position Document titled *Airborne Infectious Diseases*

4/14/2020—BOD approves revised Position Document titled *Infectious Aerosols*

Note: ASHRAE's Technology Council and the cognizant committee recommend revision, reaffirmation, or withdrawal every 30 months.

Note: ASHRAE position documents are approved by the Board of Directors and express the views of the Society on a specific issue. The purpose of these documents is to provide objective, authoritative background information to persons interested in issues within ASHRAE's expertise, particularly in areas where such information will be helpful in drafting sound public policy. A related purpose is also to serve as an educational tool clarifying ASHRAE's position for its members and professionals, in general, advancing the arts and sciences of HVAC&R.

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ABSTRACT

The pathogens that cause infectious diseases are spread from a primary host to secondary hosts via several different routes. Some diseases are known to spread by infectious aerosols; for other diseases, the route of transmission is uncertain. The risk of pathogen spread, and therefore the number of people exposed, can be affected both positively and negatively by the airflow patterns in a space and by heating, ventilating, and air-conditioning (HVAC) and local exhaust ventilation (LEV) systems. ASHRAE is the global leader and foremost source of technical and educational information on the design, installation, operation, and maintenance of these systems. Although the principles discussed in this position document apply primarily to buildings, they may also be applicable to other occupancies, such as planes, trains, and automobiles.

ASHRAE will continue to support research that advances the knowledge base of indoor air-management strategies aimed to reduce occupant exposure to infectious aerosols. Chief among these ventilation-related strategies are dilution, airflow patterns, pressurization, temperature and humidity distribution and control, filtration, and other strategies such as ultraviolet germicidal irradiation (UVGI). While the exact level of ventilation effectiveness varies with local conditions and the pathogens involved, ASHRAE believes that these techniques, when properly applied, can reduce the risk of transmission of infectious diseases through aerosols.

To better specify the levels of certainty behind ASHRAE's policy positions stated herein, we have chosen to adopt the Agency for Healthcare Research and Quality (AHRQ) rubric for expressing the scientific certainty behind our recommendations (Burns et al. 2011). These levels of certainty, as adapted for this position document, are as follows:

Evidence Level	Description
A	Strongly recommend; good evidence
B	Recommend; at least fair evidence
C	No recommendation for or against; balance of benefits and harms too close to justify a recommendation
D	Recommend against; fair evidence is ineffective or the harm outweighs the benefit
E	Evidence is insufficient to recommend for or against routinely; evidence is lacking or of poor quality; benefits and harms cannot be determined

ASHRAE's position is that facilities of all types should follow, as a minimum, the latest published standards and guidelines and good engineering practice. ANSI/ASHRAE Standards 62.1 and 62.2 (ASHRAE 2019a, 2019b) include requirements for outdoor air ventilation in most residential and nonresidential spaces, and ANSI/ASHRAE/ASHE Standard 170 (ASHRAE 2017a) covers both outdoor and total air ventilation in healthcare facilities. Based on risk assessments or owner project requirements, designers of new and existing facilities could go beyond the minimum requirements of these standards, using techniques covered in various ASHRAE publications, including the ASHRAE Handbook volumes, Research Project final reports, papers and articles, and design guides, to be even better prepared to control the dissemination of infectious aerosols.

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EXECUTIVE SUMMARY

With infectious diseases transmitted through aerosols, HVAC systems can have a major effect on the transmission from the primary host to secondary hosts. Decreasing exposure of secondary hosts is an important step in curtailing the spread of infectious diseases.

Designers of mechanical systems should be aware that ventilation is not capable of addressing all aspects of infection control. HVAC systems,[1] however, do impact the distribution and bio-burden of infectious aerosols. Small aerosols may persist in the breathing zone, available for inhalation directly into the upper and lower respiratory tracts or for settling onto surfaces, where they can be indirectly transmitted by resuspension or fomite[2] contact.

Infectious aerosols can pose an exposure risk, regardless of whether a disease is classically defined as an "airborne infectious disease." This position document covers strategies through which HVAC systems modulate aerosol[3] distribution and can therefore increase or decrease exposure to infectious droplets,[4] droplet nuclei,[5] surfaces, and intermediary fomites[6] in a variety of environments.

This position document provides recommendations on the following:

- The design, installation, and operation of heating, ventilating, and air-conditioning (HVAC) systems, including air-cleaning, and local exhaust ventilation (LEV) systems, to decrease the risk of infection transmission.
- Non-HVAC control strategies to decrease disease risk.
- Strategies to support facilities management for both everyday operation and emergencies.

Infectious diseases can be controlled by interrupting the transmission routes used by a pathogen. HVAC professionals play an important role in protecting building occupants by interrupting the indoor dissemination of infectious aerosols with HVAC and LEV systems.

COVID-19 Statements

Separate from the approval of this position document, ASHRAE's Executive Committee and Epidemic Task Force approved the following statements specific to the ongoing response to the COVID-19 pandemic. The two statements are appended here due to the unique relationship between the statements and the protective design strategies discussed in this position document:

Statement on airborne transmission of SARS-CoV-2: Transmission of SARS-CoV-2 through the air is sufficiently likely that airborne exposure to the virus should be controlled. Changes to building operations, including the operation of heating, ventilating, and air-conditioning systems, can reduce airborne exposures.

Statement on operation of heating, ventilating, and air-conditioning systems to reduce SARS-CoV-2 transmission: Ventilation and filtration provided by heating, ventilating, and air-conditioning systems can reduce the airborne concentration of SARS-CoV-2 and thus

[1] Different HVAC systems are described in *ASHRAE Handbook—HVAC Systems and Equipment* (ASHRAE 2020).
[2] An object (such as a dish or a doorknob) that may be contaminated with infectious organisms and serve in their transmission.
[3] An aerosol is a system of liquid or solid particles uniformly distributed in a finely divided state through a gas, usually air. They are small and buoyant enough to behave much like a gas.
[4] In this document, *droplets* are understood to be large enough to fall to a surface in 3–7 ft (1–2 m) and thus not become aerosols.
[5] Droplet nuclei are formed from droplets that become less massive by evaporation and thus may become aerosols.
[6] Fomite transmission is a form of indirect contact that occurs through touching a contaminated inanimate object such as a doorknob, bed rail, television remote, or bathroom surface.

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the risk of transmission through the air. Unconditioned spaces can cause thermal stress to people that may be directly life threatening and that may also lower resistance to infection. In general, disabling of heating, ventilating, and air-conditioning systems is not a recommended measure to reduce the transmission of the virus.

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1. THE ISSUE

The potential for airborne dissemination of infectious pathogens is widely recognized, although there remains uncertainty about the relative importance of the various disease transmission routes, such as airborne, droplet, direct or indirect contact, and multimodal (a combination of mechanisms). Transmission of disease varies by pathogen infectivity, reservoirs, routes, and secondary host susceptibility (Roy and Milton 2004; Shaman and Kohn 2009; Li 2011). The variable most relevant for HVAC design and control is disrupting the transmission pathways of infectious aerosols.

Infection control professionals describe the chain of infection as a process in which a pathogen (a microbe that causes disease) is carried in an initial host or reservoir, gains access to a route of ongoing transmission, and with sufficient virulence finds a secondary susceptible host. Ventilation, filtration, and air distribution systems and disinfection technologies have the potential to limit airborne pathogen transmission through the air and thus break the chain of infection.

Building science professionals must recognize the importance of facility operations and ventilation systems in interrupting disease transmission. Non-HVAC measures for breaking the chain of infection, such as effective surface cleaning, contact and isolation precautions mandated by employee and student policies, and vaccination regimens, are effective strategies that are beyond the scope of this document. Dilution and extraction ventilation, pressurization, airflow distribution and optimization, mechanical filtration, ultraviolet germicidal irradiation (UVGI), and humidity control are effective strategies for reducing the risk of dissemination of infectious aerosols in buildings and transportation environments.

Although this position document is primarily applicable to viral and bacterial diseases that can use the airborne route for transmission from person to person, the principles of containment may also apply to infection from building reservoirs such as water systems with *Legionella spp.* and organic matter containing spores from mold (to the extent that the microorganisms are spread by the air). The first step in control of such diseases is to eliminate the source before it becomes airborne.

2. BACKGROUND

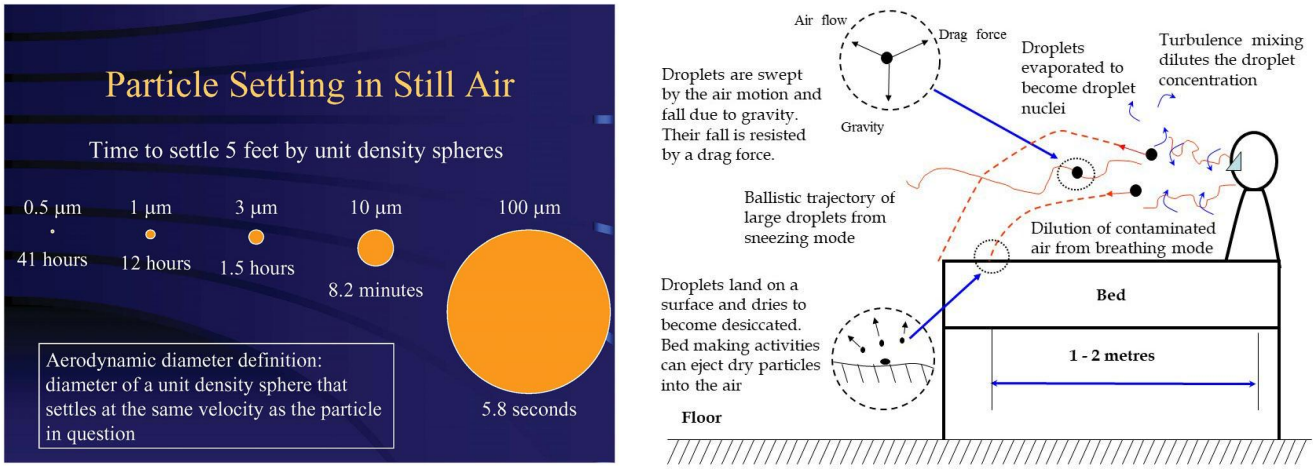
ASHRAE provides guidance and develop standards intended to mitigate the risk of infectious disease transmission in the built environment. Such documents provide engineering strategies for reducing the risk of disease transmission and therefore could be employed in a variety of other spaces, such as planes, trains, and automobiles.

This position document covers the dissemination of infectious aerosols and indirect transmission by resuspension but not direct-contact routes of transmission. *Direct contact* generally refers to bodily contact such as touching, kissing, sexual contact, contact with oral secretions or skin lesions and routes such as blood transfusions or intravenous injections.

2.1 Airborne Dissemination

Pathogen dissemination through the air occurs through droplets and aerosols typically generated by coughing, sneezing, shouting, breathing, toilet flushing, some medical procedures, singing, and talking (Bischoff et al. 2013; Yan et al. 2018). The majority of larger emitted droplets are drawn by gravity to land on surfaces within about 3–7 ft (1–2 m) from the source (see Figure 1). General dilution ventilation and pressure differentials do not significantly influ-

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(a) (b)

Figure 1 (a) Comparative settling times by particle diameter for particles settling in still air (Baron n.d.) and (b) theoretical aerobiology of transmission of droplets and small airborne particles produced by an infected patient with an acute infection (courtesy Yuguo Li).

ence short-range transmission. Conversely, dissemination of smaller infectious aerosols, including droplet nuclei resulting from desiccation, can be affected by airflow patterns in a space in general and airflow patterns surrounding the source in particular. Of special interest are small aerosols (<10 µm), which can stay airborne and infectious for extended periods (several minutes, hours, or days) and thus can travel longer distances and infect secondary hosts who had no contact with the primary host.

Many diseases are known to have high transmission rates via larger droplets when susceptible individuals are within close proximity, about 3–7 ft (1–2 m) (Nicas 2009; Li 2011). Depending on environmental factors, these large (100 µm diameter) droplets may shrink by evaporation before they settle, thus becoming an aerosol (approximately <10 µm). The term *droplet nuclei* has been used to describe such desiccation of droplets into aerosols (Siegel et al. 2007). While ventilation systems cannot interrupt the rapid settling of large droplets, they can influence the transmission of droplet nuclei infectious aerosols. Directional airflow can create clean-to-dirty flow patterns and move infectious aerosols to be captured or exhausted.

3. PRACTICAL IMPLICATIONS FOR BUILDING OWNERS, OPERATORS, AND ENGINEERS

Even the most robust HVAC system cannot control all airflows and completely prevent dissemination of an infectious aerosol or disease transmission by droplets or aerosols. An HVAC system's impact will depend on source location, strength of the source, distribution of the released aerosol, droplet size, air distribution, temperature, relative humidity, and filtration. Furthermore, there are multiple modes and circumstances under which disease transmission occurs. Thus, strategies for prevention and risk mitigation require collaboration among designers, owners, operators, industrial hygienists, and infection prevention specialists.

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3.1 Varying Approaches for Facility Type

Healthcare facilities have criteria for ventilation design to mitigate airborne transmission of infectious diseases (ASHRAE 2013, 2017a, 2019a; FGI 2010); however, infections are also transmitted in ordinary occupancies in the community and not only in industrial or healthcare occupancies. ASHRAE provides general ventilation and air quality requirements in Standards 62.1, 62.2, and 170 (ASHRAE 2019a, 2019b, 2017a); ASHRAE does not provide specific requirements for infectious disease control in homes, schools, prisons, shelters, transportation, or other public facilities.

In healthcare facilities, most infection control interventions are geared at reducing direct or indirect contact transmission of pathogens. These interventions for limiting airborne transmission (Aliabadi et al. 2011) emphasize personnel education and surveillance of behaviors such as hand hygiene and compliance with checklist protocols and have largely been restricted to a relatively small list of diseases from pathogens that spread only through the air. Now that microbiologists understand that many pathogens can travel through both contact and airborne routes, the role of indoor air management has become critical to successful prevention efforts. In view of the broader understanding of flexible pathogen transmission modes, healthcare facilities now use multiple modalities simultaneously (measures that are referred to as *infection control bundles*) (Apisarnthanarak et al. 2009, 2010a, 2010b; Cheng et al. 2010). For example, in the cases of two diseases that clearly utilize airborne transmission, tuberculosis and measles, bundling includes administrative regulations, environmental controls, and personal protective equipment protocols in healthcare settings. This more comprehensive approach is needed to control pathogens, which can use both contact and airborne transmission pathways. Similar strategies may be appropriate for non-healthcare spaces, such as public transit and airplanes, schools, shelters, and prisons, that may also be subject to close contact of occupants.

Many buildings are fully or partially naturally ventilated. They may use operable windows and rely on intentional and unintentional openings in the building envelope. These strategies create different risks and benefits. Obviously, the airflow in these buildings is variable and unpredictable, as are the resulting air distribution patterns, so the ability to actively manage risk in such buildings is much reduced. However, naturally ventilated buildings can go beyond random opening of windows and be engineered intentionally to achieve ventilation strategies and thereby reduce risk from infectious aerosols. Generally speaking, designs that achieve higher ventilation rates will reduce risk. However, such buildings will be more affected by local outdoor air quality, including the level of allergens and pollutants within the outdoor air, varying temperature and humidity conditions, and flying insects. The World Health Organization has published guidelines for naturally ventilated buildings that should be consulted in such projects (Atkinson et al. 2009).

3.2 Ventilation and Air-Cleaning Strategies

The design and operation of HVAC systems can affect infectious aerosol transport, but they are only one part of an infection control bundle. The following HVAC strategies have the potential to reduce the risks of infectious aerosol dissemination: air distribution patterns, differential room pressurization, personalized ventilation, source capture ventilation, filtration (central or local), and controlling temperature and relative humidity. While UVGI is well researched and validated, many new technologies are not (ASHRAE 2018). (Evidence Level B)

Ventilation with effective airflow patterns (Pantelic and Tham 2013) is a primary infectious disease control strategy through dilution of room air around a source and removal of infectious

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agents (CDC 2005). However, it remains unclear by how much infectious particle loads must be reduced to achieve a measurable reduction in disease transmissions (infectious doses vary widely among different pathogens) and whether these reductions warrant the associated costs (Pantelic and Tham 2011; Pantelic and Tham 2012). (Evidence Level B)

Room pressure differentials and directional airflow are important for controlling airflow between zones in a building (CDC 2005; Siegel et al. 2007) (Evidence Level B). Some designs for airborne infection isolation rooms (AIIRs) incorporate supplemental dilution or exhaust/capture ventilation (CDC 2005). Interestingly, criteria for AIIRs differ substantially between regions and countries in several ways, including air supply into anterooms, exhaust from space, and required amounts of ventilation air (Fusco et al. 2012; Subhash et al. 2013). A recent ASHRAE Research Project found convincing evidence that a properly configured and operated anteroom is an effective means to maintain pressure differentials and create containment in hospital rooms (Siegel et al. 2007; Mousavi et al. 2019). Where a significant risk of transmission of aerosols has been identified by infection control risk assessments, design of AIIRs should include anterooms. (Evidence Level A)

The use of highly efficient particle filtration in centralized HVAC systems reduces the airborne load of infectious particles (Azimi and Stephens 2013). This strategy reduces the transport of infectious agents from one area to another when these areas share the same central HVAC system through supply of recirculated air. When appropriately selected and deployed, single-space high-efficiency filtration units (either ceiling mounted or portable) can be highly effective in reducing/lowering concentrations of infectious aerosols in a single space. They also achieve directional airflow source control that provides exposure protection at the patient bedside (Miller-Leiden et al. 1996; Mead and Johnson 2004; Kujundzic et al. 2006; Mead et al. 2012; Dungi et al. 2015). Filtration will not eliminate all risk of transmission of airborne particulates because many other factors besides infectious aerosol concentration contribute to disease transmission. (Evidence Level A)

The entire ultraviolet (UV) spectrum can kill or inactivate microorganisms, but UV-C energy (in the wavelengths from 200 to 280 nm) provides the most germicidal effect, with 265 nm being the optimum wavelength. The majority of modern UVGI lamps create UV-C energy at a near-optimum 254 nm wavelength. UVGI inactivates microorganisms by damaging the structure of nucleic acids and proteins with the effectiveness dependent upon the UV dose and the susceptibility of the microorganism. The safety of UV-C is well known. It does not penetrate deeply into human tissue, but it can penetrate the very outer surfaces of the eyes and skin, with the eyes being most susceptible to damage. Therefore, shielding is needed to prevent direct exposure to the eyes. While *ASHRAE Position Document on Filtration and Air Cleaning* (2018) does not make a recommendation for or against the use of UV energy in air systems for minimizing the risks from infectious aerosols, Centers for Disease Control and Prevention (CDC) has approved UVGI as an adjunct to filtration for reduction of tuberculosis risk and has published a guideline on its application (CDC 2005, 2009).[7] (Evidence Level A)

Personalized ventilation systems that provide local exhaust source control and/or supply 100% outdoor, highly filtered, or UV-disinfected air directly to the occupant's breathing zone (Cermak et al. 2006; Bolashikov et al., 2009; Pantelic et al. 2009, 2015; Licina et al. 2015a, 2015b) may offer protection against exposure to contaminated air. Personalized ventilation may be effective against aerosols that travel both long distances as well as short ranges (Li 2011).

[7] In addition to UVGI, optical radiation in longer wavelengths as high as 405 nm is an emerging disinfection technology that may also have useful germicidal effectiveness.

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Personalized ventilation systems, when coupled with localized or personalized exhaust devices, further enhance the overall ability to mitigate exposure in breathing zones, as seen from both experimental and computational fluid dynamics (CFD) studies in healthcare settings (Yang et al. 2013, 2014, 2015a, 2015b; Bolashikov et al. 2015; Bivolarova et al. 2016). However, there are no known epidemiological studies that demonstrate a reduction in infectious disease transmission. (Evidence Level B)

Advanced techniques such as computational fluid dynamics (CFD) analysis, if performed properly with adequate expertise, can predict airflow patterns and probable flow paths of airborne contaminants in a space. Such analyses can be employed as a guiding tool during the early stages of a design cycle (Khankari 2016, 2018a, 2018b, 2018c).

3.3 Temperature and Humidity

HVAC systems are typically designed to control temperature and humidity, which can in turn influence transmissibility of infectious agents. Although HVAC systems can be designed to control relative humidity (RH), there are practical challenges and potential negative effects of maintaining certain RH set points in all climate zones. However, while the weight of evidence at this time (Derby et al. 2016), including recent evidence using metagenomic analysis (Taylor and Tasi 2018), suggests that controlling RH reduces transmission of certain airborne infectious organisms, including some strains of influenza, this position document encourages designers to give careful consideration to temperature and RH.

In addition, immunobiologists have correlated mid-range humidity levels with improved mammalian immunity against respiratory infections (Taylor and Tasi 2018). Mousavi et al. (2019) report that the scientific literature generally reflects the most unfavorable survival for microorganisms when the RH is between 40% and 60% (Evidence Level B). Introduction of water vapor to the indoor environment to achieve the mid-range humidity levels associated with decreased infections requires proper selection, operation, and maintenance of humidification equipment. Cold winter climates require proper building insulation to prevent thermal bridges that can lead to condensation and mold growth (ASHRAE 2009). Other recent studies (Taylor and Tasi 2018) identified RH as a significant driver of patient infections. These studies showed that RH below 40% is associated with three factors that increase infections. First, as discussed previously, infectious aerosols emitted from a primary host shrink rapidly to become droplet nuclei, and these dormant yet infectious pathogens remain suspended in the air and are capable of traveling great distances. When they encounter a hydrated secondary host, they rehydrate and are able to propagate the infection. Second, many viruses and bacteria are anhydrous resistant (Goffau et al. 2009; Stone et al. 2016) and actually have increased viability in low-RH conditions. And finally, immunobiologists have now clarified the mechanisms through which ambient RH below 40% impairs mucus membrane barriers and other steps in immune system protection (Kudo et al. 2019). (Evidence Level B)

This position document does not make a definitive recommendation on indoor temperature and humidity set points for the purpose of controlling infectious aerosol transmission. Practitioners may use the information herein to make building design and operation decisions on a case-by-case basis.

3.4 Emerging Pathogens and Emergency Preparedness

Disease outbreaks (i.e., epidemics and pandemics) are increasing in frequency and reach. Pandemics of the past have had devastating effects on affected populations. Novel microor-

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ganisms that can be disseminated by infectious aerosols necessitate good design, construction, commissioning, maintenance, advanced planning, and emergency drills to facilitate fast action to mitigate exposure. In many countries, common strategies include naturally ventilated buildings and isolation. Control banding is a risk management strategy that should be considered for applying the hierarchy of controls to emerging pathogens, based on the likelihood and duration of exposure and the infectivity and virulence of the pathogen (Sietsema 2019) (Evidence Level B). Biological agents that may be used in terrorist attacks are addressed elsewhere (USDHHS 2002, 2003).

4. CONCLUSIONS AND RECOMMENDATIONS

Infectious aerosols can be disseminated through buildings by pathways that include air distribution systems and interzone airflows. Various strategies have been found to be effective at controlling transmission, including optimized airflow patterns, directional airflow, zone pressurization, dilution ventilation, in-room air-cleaning systems, general exhaust ventilation, personalized ventilation, local exhaust ventilation at the source, central system filtration, UVGI, and controlling indoor temperature and relative humidity. Design engineers can make an essential contribution to reducing infectious aerosol transmission through the application of these strategies. Research on the role of airborne dissemination and resuspension from surfaces in pathogen transmission is rapidly evolving. Managing indoor air to control distribution of infectious aerosols is an effective intervention which adds another strategy to medical treatments and behavioral interventions in disease prevention.

4.1 ASHRAE's Positions

- HVAC design teams for facilities of all types should follow, as a minimum, the latest published standards and guidelines and good engineering practice. Based on risk assessments or owner project requirements, designers of new and existing facilities could go beyond the minimum requirements of these standards, using techniques covered in various ASHRAE publications, including the ASHRAE Handbook volumes, Research Project final reports, papers and articles, and design guides, to be even better prepared to control the dissemination of infectious aerosols.
- Mitigation of infectious aerosol dissemination should be a consideration in the design of all facilities, and in those identified as high-risk facilities the appropriate mitigation design should be incorporated.
- The design and construction team, including HVAC designers, should engage in an integrated design process in order to incorporate the appropriate infection control bundle in the early stages of design.
- Based on risk assessments, buildings and transportation vehicles should consider designs that promote cleaner airflow patterns for providing effective flow paths for airborne particulates to exit spaces to less clean zones and use appropriate air-cleaning systems. (Evidence Level A)
- Where a significant risk of transmission of aerosols has been identified by infection control risk assessments, design of AIIRs should include anterooms. (Evidence Level A)

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- Based on risk assessments, the use of specific HVAC strategies supported by the evidence-based literature should be considered, including the following:
  - Enhanced filtration (higher minimum efficiency reporting value [MERV] filters over code minimums in occupant-dense and/or higher-risk spaces) (Evidence Level A)
  - Upper-room UVGI (with possible in-room fans) as a supplement to supply airflow (Evidence Level A)
  - Local exhaust ventilation for source control (Evidence Level A)
  - Personalized ventilation systems for certain high-risk tasks (Evidence Level B)
  - Portable, free-standing high-efficiency particulate air (HEPA) filters (Evidence Level B)
  - Temperature and humidity control (Evidence Level B)
- Healthcare buildings[8] should consider design and operation to do the following:
  - Capture expiratory aerosols with headwall exhaust, tent or snorkel with exhaust, floor-to-ceiling partitions with door supply and patient exhaust, local air HEPA-grade filtration.
  - Exhaust toilets and bed pans (a must).
  - Maintain temperature and humidity as applicable to the infectious aerosol of concern.
  - Deliver clean air to caregivers.
  - Maintain negatively pressurized intensive care units (ICUs) where infectious aerosols may be present.
  - Maintain rooms with infectious aerosol concerns at negative pressure.
  - Provide 100% exhaust of patient rooms.
  - Use UVGI.
  - Increase the outdoor air change rate (e.g., increase patient rooms from 2 to 6 ach).
  - Establish HVAC contributions to a patient room turnover plan before reoccupancy.
- Non-healthcare buildings should have a plan for an emergency response. The following modifications to building HVAC system operation should be considered:
  - Increase outdoor air ventilation (disable demand-controlled ventilation and open outdoor air dampers to 100% as indoor and outdoor conditions permit).
  - Improve central air and other HVAC filtration to MERV-13 (ASHRAE 2017b) or the highest level achievable.
  - Keep systems running longer hours (24/7 if possible).
  - Add portable room air cleaners with HEPA or high-MERV filters with due consideration to the clean air delivery rate (AHAM 2015).
  - Add duct- or air-handling-unit-mounted, upper room, and/or portable UVGI devices in connection to in-room fans in high-density spaces such as waiting rooms, prisons, and shelters.
  - Maintain temperature and humidity as applicable to the infectious aerosol of concern.
  - Bypass energy recovery ventilation systems that leak potentially contaminated exhaust air back into the outdoor air supply.
- Design and build inherent capabilities to respond to emerging threats and plan and practice for them. (Evidence Level B)

[8] It is assumed that healthcare facilities already have emergency response plans.

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4.2 ASHRAE's Commitments

- Address research gaps with future research projects, including those on the following topics:
  - Investigating and developing source generation variables for use in an updated ventilation rate procedure
  - Understanding the impacts of air change rates in operating rooms on patient outcomes
  - Determining the effectiveness of location of supply, return, and exhaust registers in patient rooms
  - Conducting controlled interventional studies to quantify the relative airborne infection control performance and cost-effectiveness of specific engineering strategies, individually and in combination, in field applications of high-risk occupancies
  - Evaluating and comparing options to create surge airborne isolation space and temporary negative pressure isolation space and the impacts on overall building operation
  - Understanding the appropriate application of humidity and temperature control strategies across climate zones on infectious aerosol transmission
  - Investigating how control banding techniques can be applied to manage the risk of infectious aerosol dissemination
- Partner with infection prevention, infectious disease, and occupational health experts and building owners to evaluate emerging control strategies and provide evidence-based recommendations.
- Educate stakeholders and disseminate best practices.
- Create a database to track and share knowledge on effective, protective engineering design strategies.
- Update standards and guidelines to reflect protective evidence-based strategies.

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City of Santa Fe New Mexico
Memorandum

Date: October 5, 2020

To: Governing Body

Via: Regina Wheeler, Public Works Department Director

From: Thomas M. Graham, AIA, ADA Coordinator / Project Administrator

RE: REPEALING RESOLUTION NO. 2020-36

ITEM AND ISSUE:
Repealing Resolution No. 2020-36; and accepting a Municipal Arterial Program ("MAP") Cooperative Grant from the New Mexico Department of Transportation ("NMDOT") identified as Control Number L500429 for the planning, design, and construction of Agua Fria Street and South Meadows Road Intersection Improvements.

BACKGROUND AND SUMMARY:
On September 9, 2020, the Governing Body adopted Resolution No. 2020-36 accepting a MAP Cooperative Grant ("Agreement") from NMDOT in the amount of $216,000 ($162,000 NMDOT & $54,000 City) for the planning, design, and construction of Agua Fria Street and South Meadows Road Intersection Improvements ("Project"). However, the Resolution contained an incorrect Control Number in the title (L500383 instead of L500429) thus posing a problem for the NMDOT to approve the Agreement.

As stated in the attached Award Letter, the total project cost is $216,000.00 which to be funded in proportional share by the parties hereto as follows:

a) New Mexico Department of Transportation's shall be 75% or $162,000
b) City of Santa Fe's share shall be 25% or $54,000

The City of Santa Fe shall pay all costs, which exceed the total amount of $216,000.

In previous years, the City has received Federal and State funding for this project in the total amount of $2.8M. However, the project cost estimate including construction is around $3.2M. With this additional funding, we're coming closer to fully fund this project.

ACTION REQUESTED:

To repeal Resolution No. 2020-36 and approve the attached Resolution accepting MAP Cooperative Grant ("Agreement") from NMDOT in the amount of $216,000 for the planning, design, and construction of Agua Fria Street and South Meadows Road Intersection Improvements.

ATTACHMENTS:
Resolution No. 2020-36
Resolution No. 2020-
NMDOT Award Letter

EM
EM

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-__

INTRODUCED BY:

Councilor Chris Rivera

Councilor Signe I. Lindell

Councilor Renee Villarreal

A RESOLUTION

REPEALING RESOLUTION NO. 2020-36; AND ACCEPTING A MUNICIPAL ARTERIAL PROGRAM ("MAP") COOPERATIVE GRANT FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION ("NMDOT") IDENTIFIED AS CONTROL NUMBER L500429 FOR THE PLANNING, DESIGN, AND CONSTRUCTION OF AGUA FRIA STREET AND SOUTH MEADOWS ROAD INTERSECTION IMPROVEMENTS.

WHEREAS, Resolution No. 2020-36, adopted by the Governing Body on September 9, 2020, contained an incorrect Control Number in the title of the Resolution; and

WHEREAS, the correct Control Number is required to submit accurate documents to the New Mexico Department of Transportation ("NMDOT") to accept the Municipal Arterial Program ("MAP") cooperative grant; and

WHEREAS, the NMDOT has sent out a call for applications for MAP grant funds for FY 2021/2022; and

WHEREAS, an intersection improvement project for Agua Fria Street and South Meadows Road has been identified as a priority by the Santa Fe Metropolitan Planning Organization and placed

in the Metropolitan Transportation Plan; and

WHEREAS, the City of Santa Fe ("City") has placed the intersection improvement project for Agua Fria Street/South Meadows Road Intersection ("Project") on the Capital Improvement Plan ("CIP") for design and construction from FY 2017 through FY 2022; and

WHEREAS, the intersection improvement project for Agua Fria Street and South Meadows Road has been placed on the Infrastructure Capital Improvements Plan ("ICIP") as a City wide priority for Legislative funding for FY 2022-2026; and

WHEREAS, the intersection of Agua Fria Street and South Meadows Road is experiencing delays associated with continued growth due to current development in the area; and

WHEREAS, future development will add to existing delays at the intersection; and

WHEREAS, the City received $25,000.00 in capital outlay funding from the 2015 Legislature for design, right-of-way acquisition, and construction; and

WHEREAS, the City received $100,000.00 in capital outlay funding from the 2018 Legislature to purchase rights-of-way and to plan, design, and construct road improvements at the intersection of Agua Fria Street and South Meadows Road; and

WHEREAS, the City received $125,000.00 in capital outlay funding from the 2019 Legislature to plan, design, and construct rights-of-way improvements to Agua Fria Street and South Meadows Road; and

WHEREAS, in FY 2019/2020 the City received $440,750.00 through the NMDOT Municipal Arterial Program (MAP) grant program requiring a City match of $146,917.00 for a total grant agreement amount of $587,667.00; and

WHEREAS, in FY 2020/2021 the City received the City received $113,869.00 through the NMDOT MAP grant program requiring a City match of $37,956.00 for a total grant agreement amount of $151,825.00; and

WHEREAS, in FY 2021/2022 the City applied and received funds for the Project through

the MAP administered by the NMDOT; and

WHEREAS, the MAP cooperative agreement requires a 25% local match; and

WHEREAS, in FY 2021/2022 the City received $162,000.00 through the NMDOT MAP grant program requiring a City match of $54,000.00 for a total grant agreement amount of $216,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Resolution No. 2020-36 is repealed.

BE IT FURTHER RESOLVED that the Governing Body supports the $216,000.00 Project MAP award through the NMDOT (Control No. L500429).

BE IT FURTHER RESOLVED that the City of Santa Fe accepts responsibility for the Project; assumes the lead role in design development and construction of the Project; agrees to the terms, conditions, and certification and reporting requirements of the MAP cooperative project agreement; and assumes ownership, liability, and maintenance responsibilities for all amenities related to the completion of the Project.

PASSED, APPROVED, and ADOPTED this ___ day of _____, 2020.

_____

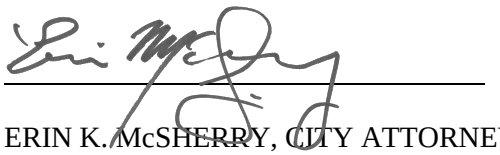
ALAN WEBBER, MAYOR

ATTEST:

_____

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/Revised South Meadows Intersection MAP Grant Acceptance

FIR No. 3283

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Revised South Meadows Intersection MAP Grant Acceptance

Sponsor(s): Councilor Lindell

Reviewing Department(s): Public Works Department

Staff Completing FIR: Tom Graham Date: 7/31/2020 Phone: (505) 955-6654

Reviewed by City Attorney: _____ Date: Oct 7, 2020

Reviewed by Finance Director: _____ Date: Oct 12, 2020

Summary:
This Resolution repeals Resolution No. 2020-36 that contained an incorrect control number. The Resolution is also to confirm the City's intent to administer the NMDOT Municipal Arterial Program grant funding for the planning, design, and construction of improvements to the Agua Fria St. and South Meadows Road intersection.

Departments Affected:
Public Works

Consequences of Not Enacting Legislation:
Additional funding sources will have to be used to fully fund the project and there may be a delay to designing and constructing the much needed improvements.

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

Performance and Administrative Implications:
The personnel costs will be absorbed by the current staff who will manage the project and administer the grant.

Fiscal Implications:
In order to receive the $162,000 additional MAP Funds for this project, we must match 25% or $54,000 which are planned to be using Impact Fees.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2021	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	$ 54,000	$	$		NR	Impact Fees	
Operating	$	$	$				$
Total:	$ 54,000	$	$				$54,000

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

Expenditure Narrative:

The personnel costs will be absorbed by the current staff who will manage the project and administer the grant.

Revenue

Revenue Type	FYE 2021	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
MAP Grant	$ 162,000	$	$	NR	330
Total	$ 162,000	$	$		

Revenue Narrative:

The City received $162,000 from the NMDOT MAP Grant program, which requires the $54,000 match noted above.

17. PETITIONS FROM THE FLOOR

Name: Barbara Fix
Comment - 10/14/2020 12:43 PM: (Against)
Please act to send the H Board case re 203 E Santa Fe Ave. back to the H Board to consider the long term effects of allowing “aging in place” as an exception to to the City’s historic preservation ordinances. As a precedent it can be expanded without limit. That new loophole will subvert the many decades of preserving our City’s architectural heritage. “Aging in place” is the goal of most people, especially the many wealthy retirees fleeing other states, causing the local real estate boom. Our historic districts are a big draw because of preservation. Please keep them intact.

City of Santa Fe, New Mexico

memo

DATE: **October 9, 2020**

TO: **City Council**

FROM: **Mayor Alan Webber**

RE: **Appointments**

I would like to make the following appointments:

Economic Development Advisory Committee

Ryan Cordova – Reappointment – term ending 6/2021
John Feins – Reappointment – term ending 6/2022
Kate Kennedy – Reappointment – term ending 6/2021
Robert Lurcott – Reappointment - term ending 6/2022
Melissa Coleman -- to fill unexpired term ending 6/2021 (Resume attached)
Victoria Murphy – to fill unexpired term ending 6/2021 (Resume attached)
Johanna Nelson – term ending 6/2022 (Resume attached)
Meghan McGarrity – term ending 6/2022 (Resume attached)

Melissa G. Coleman

PROFESSIONAL EXPERIENCE

2004-Present
Owner/President/CEO
La Puerta Originals, Inc.
Santa Fe, New Mexico

2000-2004
Vice President
La Puerta Architectural Antiques
Santa Fe, NM

1998-1999
Campaign and Development Director
Institute of American Indian Arts
Santa Fe, NM

1995-1998
Development Officer
National Museum of the American Indian, Smithsonian Institution
George Gustav Heye Center
New York, New York

1992-1994
Campaign Manager
United Way of New York City
New York, New York

1990-1992
Communications Manager
United Way Crusade of Mercy
Chicago, Illinois

1988-1990
Public Relations Associate
United Way of Memphis
Memphis, Tennessee

EDUCATION

B.A. Journalism - 1987
University of Memphis
Memphis, Tennessee

COMMUNITY INVOLVEMENT - SANTA FE, NEW MEXICO

Board President – 2018-2020
Santa Fe Waldorf School, Santa Fe

IAIA Foundation Board
Development Committee Chair – 2013-2019
Institute of American Indian Arts, Santa Fe

Wing of America 25th Anniversary Committee - 2013

School Board Candidate, Santa Fe School Board - 2011

School Board, Citizen's Review Committee
Santa Fe School Board - 2011 – 2012

Emerge New Mexico Graduate 2010

2009 Gala Co-Chair
Institute of American Indian Arts, Santa Fe

2008, 2009, 2010 and 2012, 2013 Gala Committee
Institute of American Indian Arts, Santa Fe

2000 – 2008
Buckaroo Ball, Santa Fe
P.R. Chair 2003 and 2004

2007-2010
Atalaya Elementary School PTA Vice President

AVOCATIONS

Collecting Contemporary Indian Art, Volunteer Fundraising, Gardening, Reading History

Victoria Murphy

Qualifications
Family background in Santa Fe since 1598. Very involved locally in civic and business areas. Strong background in organizational and communication.

Work History
2005 to Present, Associate Broker in Real Estate. Sotheby's International Realty
Assisting and negotiating on behalf of home buyers and sellers in real estate transactions. Have served as the State and local President for the New Mexico and Santa Fe Realtors. Serve on several committees for the National Association of Realtors.

2002 to 2005, Director of Retail Operations, Nambe Mills
Oversaw the management, budgets, and operations of seven retail stores in New Mexico, Colorado, Nevada, and Texas. Oversaw the construction and opening of all stores outside New Mexico. Traveled extensively across the USA to view future store locations.

1998 to 2002, Retail Buyer, CookWorks, Inc.
Oversaw the purchasing, budgets, and distribution of merchandise from several countries for retail stores in New Mexico, Florida, and Texas. Worked in conjunction with manufactures to bring new products into the US market. Assisted in the opening of the stores outside of New Mexico in Bal Harbour, FL and Dallas, TX. Traveled through the USA and Europe on purchasing trips and to view future locations.

1996 to 1998, Manager and Retail Buyer, Jane Smith, Ltd.
Managed and purchased merchandise for the retail operation in Santa Fe, NM. Increased the sales margin by 8% in the first year with a reduced sales staff.

1994 to 1997, Owner, ClothesHorse
Represented twelve fashion designers in showrooms in New Mexico, Colorado, and Texas. Traveled and sold to merchants in the USA, Canada and France.

1992 to 1994, Manager and Buyer, Ray Tracey Limited
Managed one of the retail locations in Santa Fe, NM. Oversaw the construction and opening of a second Santa Fe location and another in Atlanta, GA. Purchased the retail merchandise for stores. Traveled extensively across the USA to view future store locations.

Education

Santa Fe Community College	Business Administration
Santa Fe Business School	Business
New Mexico State University	Fashion Design and Merchandising

JOHANNA NELSON

OBJECTIVE: *Contribute to the organization's prosperity by utilizing my skills, innovation, industry knowledge and experiences to help the organization thrive*

EDUCATION:

International Economic Development Council Certification
University of Oklahoma 2016-2018

Masters of Business Administration
University of Texas El Paso
Focus: Management, Organizational Development 2011-2012

Bachelor of Science
Sul Ross State University
Major: Industrial Technology Minor: Art
Focus: Industrial Operations Management 2003-2006

SUMMARY OF QUALIFICATIONS:

- Certified International Economic Developer certification
- Bachelor degree in Industrial Operations: familiarity with industrial processes (welding, construction, woodworking, plastics, etc.), layout, design and efficiency
- Certified Business Advisor II through the Southwest Texas Border Small Business Development Center Network, maintained a portfolio hundreds of business clients and assisted with expansion and start-up efforts
- Previous City of Alpine Council Member, significant experience working within city government and knowledge of municipal operations and budgeting processes
- Business owner, proven entrepreneurial capabilities, community leadership, and creative marketing
- Extensive experience working alongside small businesses, governmental agencies, non-profits and community organizations as a small business advocate
- Comprehensive skill conducting research and analyzing data and statistics
- Adept knowledge and training involving economic and community development
- Broad scope of marketing, promotional, and public relation experience; high mastery of deploying and developing effective marketing strategies and campaigns

- Extremely capable of organizing and conducting educational presentations, seminars and workshops
- Proficient in budgeting, basic accounting
- Highly creative, innovative, self-motivated
- Proficient in Spanish and English

WORK EXPERIENCE:

Strategic Program Development Coordinator
New Mexico Economic Development Department- Santa Fe, NM
November 2019-Present

- Responsible for developing and deploying programing for NMEDD in alignment with NMEDD mission-especially around development finance.
- Locate, apply and manage grant funding for NMEDD.
- Manage COVID-19 Business Loan Guarantee Program.
- Manager of FUNDIT and Opportunity Zones initiative.
- Host and manage Rural Efficient Business Program.
- Manage EDD's webinar series.
- Representative for EDD on the Governor's Climate Task Force and Children's Hunger Cabinet.
- EDD liaison to federal agencies.
- Deploy weekly development finance email.
- Council of Development Finance Authorities Franzini Fellow.

Finance Development Specialist
New Mexico Economic Development Department- Santa Fe, NM
September 2015-November 2019

- Manager of NMFUNDIT-Community and NMFUNDIT-Small Business; oversee organization of group, implement web strategy, review and analyze projects, create reports to send to local governments.
- Program Manager for NM Opportunity Zones
- Program Manager for the Credit Enhancement Program, ~$4M fund to assist businesses obtain business loans who are lacking in collateral
- Small Business Regulatory Advisory Committee Supervisor: process regulatory changes to assess how it will affect small businesses in New Mexico, compile results to submit back to regulatory agencies
- Program Manager of the NM Renewable Energy Development Assistance Program
- Program Manager for NM State Opportunity Zone initiative.
- Provide outreach to local governments and communities on behalf of department
- Provide financial analysis for LEDA and JTIP projects
- Assist with all aspects of LEDA projects, ~$50M fund

- Meet with companies to inform them of what financial incentives are available
- Analyze bills for NM Legislators in relation to economic development
- Provide technical support for companies

Business Owner
Classroom Library Connection-Santa Fe, NM
2015-Present

- Launched and started business
- Maintain financial records and budgets
- Market and advertise company
- Maintain and increase sales while controlling costs
- Outreach to local schools and educators
- Communicate with local non-profit education entities

Business Advisor
Arizona Women's Entrepreneur and Education Center- Phoenix, AZ
2015

- Provide counseling regarding business and financial planning, marketing, management, and technical assistance to aspiring entrepreneurs and business owners
- Assist clients with creation and comprehension of financial projections
- Conduct in depth analysis of business plans and financial statements
- Assist clients with expansion of businesses as well as start-up
- Conduct business counseling sessions, business development and planning course for Spanish speakers
- Analyze financial loan proposals

Project Manager
Partners in Brainstorms- Phoenix, AZ
May 2014-September 2015

- Maintain projects and research for various clients including government entities, non-profits, large companies and international corporations including: Lego Education, State of Arizona, City of Tucson Integrated Planning Office, Arizona Developmental Disability Planning Council, Sadlier Inc., Arizona Nutrition Network, etc.
- Project Manager and lead researcher on 2-year project for Arizona Developmental Disability Planning Council's initiative to create an entrepreneur program for individuals with disabilities
- Compile and interpret extensive data reports from a variety of primary and secondary sources
- Develop methodology for research projects
- Conduct consulting sessions and presentations with clients

- Assist clients to develop creative marketing and promotional campaigns
- Write extensive reports which include research findings and recommendations based on initial scope of work
- Create professional and engaging presentations

Business Development Advisor
El Paso Small Business Development Center (SBDC), El Paso Community College- El Paso, TX, April 2011 – May 2014

- Provide counseling regarding business and financial planning, marketing, management, and technical assistance; act as a small business advocate
- Act as a liaison for the SBDC to local area businesses, government and other entities in the area
- Assist clients with assessing project feasibility, budgets and financing proposals
- Develop and manage client documentation and data, including technical proposals, etc.; monitor work quality; follow up and maintain communication with prior and existing clients
- Develop and prepare administrative and performance reports; evaluate counseling and job performance against metrics established by funding sources and budgets
- Promote the SBDC, conduct outreach activities in the service delivery area and create awareness of SBDC program services; establish relationships and act as liaison between governmental agencies, financial institutions and private industry
- Conduct business management seminars and promotional events
- Maintain working knowledge of SBA loan programs and guaranteed financing programs and services
- Develop, assist, and create financial forecasts, including Profit and Loss statements, Balance Sheets, Ratio Analysis, Cash Flows, Income and Expense projections
- Attend SBA and other regional Economic Development workshops and seminars
- Working knowledge of Windows XP, Microsoft Office, business analysis software, MS Outlook Express, the Internet, QuickBooks Pro accounting software, WebCats
- Conduct market research, evaluate and analyze findings and significant issues to develop recommendations for clients from a variety of information and resources including demographics, local business climate, real estate, industry statistics, local regulations and incentive programs; prepare written analysis and statistical reports
- Represent the SBDC at various meetings and discussions concerning business development and entrepreneurial issues within the El Paso region, collaborate with numerous stakeholders
- Responsible for meeting economic goals through the SBDC and the SBA based on business starts, business expansions, job creations, job retention, capital infusion, and public outreach activity; in addition goals include increase in sales, increase in profits, development of business and marketing plans

- Implement strategies to improve and uphold SBDC goals and objectives including: Leadership Development, Stakeholder Relations, Professional Development and Economic Impact
- Research market and industry trends; utilize market statistics

Retail Business Owner
La Junta- Alpine, Texas
January 2009 – January 2011

- Launched and established successful retail business; sold for profit
- Managed entire operation, including inventory control and daily management of store functions
- Developed and implemented business plan and financial forecasts; managed budget
- Executed creative marketing and promotional efforts within region, as well as online
- Acquired knowledge and experience maintaining small business finances and accounting
- Maintained effective network with other business owners, business organizations and business networks in the area; worked with the SRSU SBDC; exhibited ability to work with a variety of individuals and organizations
- Exhibited ability to develop and complete projects within time frame
- Evaluated job and store performance against set goals and benchmarks
- Created flexible and innovative business model; produced well-known brand
- Ability to solve problems with ingenuity and originality
- Working knowledge of Windows XP, Microsoft Office, business analysis software, MS Outlook Express, the Internet, QuickBooks Pro accounting software, Photoshop

Alpine City Council Representative
City of Alpine, TX, May 2008-May 2010

- Proficient knowledge of state and federal laws, city ordinances and parliamentary procedures
- Participated in two annual budget cycles, totaling around 12 million dollars; responsible for interpreting financial data and forecasts
- Capacity to interpret project proposals and financial information; translate and comprehend bid proposals; participated in numerous bid selections
- Working knowledge of federal and state grants; grant proposals and grant funded projects within the city
- Demonstrated strong community leadership and exemplary constituent representation; acted as liaison between residents and governmental agencies and organizations
- Proven ability to effectively communicate and network within numerous committees, agencies, departments and groups; ability to work with a wide variety of individuals and organizations
- Integrated new, creative strategies for long term economic growth and marketing efforts; ability to solve problems with minimal supervision

- Ability to analyze and asses legal, architectural and engineering documents and plans, as well as economic statistics and financial data
- Well-developed public speaking and presentation ability; effective oral and written communication and interpersonal skills
- Experience in attending and conducting workshops and seminars on a wide variety of subjects such as Disaster Preparedness, City Planning, Economic Development, Transportation, Budget hearings, Alternative Energy, Water Consumption, etc.
- Knowledge of small business development issues within the region; maintain working relationships with small business owners and area stakeholders; address concerns and ideas
- Working knowledge of Windows XP, Microsoft Office, business analysis software, MS Outlook Express, the Internet, QuickBooks Pro accounting software, Photoshop
- Participated in over 50 hours of board and panel discussions including Planning and Zoning, Animal Advisory Board, Airport Board, West Texas Municipal Gas, Parks and Recreation, and Environmental Advisory Board
- Develop, interpret and prepare administrative and performance reports; evaluate job performance against goals
- Experience with project development within time constraints and governmental

Retail Business Manager
Big Bend Family Crisis Center, January 2007-January 2009

- Supervised over 10 employees and volunteers; ability to solve problems with minimum supervision; effective and exemplary oral and written communication skills
- Prepared administrative and performance reports; evaluated job performance against goals established by the organization and funding sources; monitor work quality
- Increased sales and improved community presence; provided groundwork for expansion and economic impact
- Maintain business plan and comprehension of set financial goals
- Interacted and coordinated with several nonprofit organizations within the community, as well as, customers and clients; ability to work with a wide variety of individuals and organizations
- Formulated new marketing and promotion efforts; conducted outreach for the business, as well as for the organization
- Accountable for daily financial statements and benchmarks; managed financial reports and projections
- Experience in managing a caseload of clients; ability to work with confidential material
- Working knowledge of Windows XP, Microsoft Office, business analysis software, MS Outlook Express, the Internet, Photoshop
- Assist with project feasibility and project completion; need to work with a variety of input from different individuals and administrators
- Provide effective management and technical assistance
- Ability to assess client and customer needs

- Acted as a coordinator between FCCBB and the community and area organizations

ADDITIONAL SKILLS, VOLUNTEER EXPERIENCE, AND TRAINING

- Council of Development of Finance Agencies, Franzini Fellow, 2019
- Serve on the board for the Enchanted Land Certified Development Company, SBA 504 lender
- Certificate of Completion, New Mexico Economic Development Course
  Silver City, NM
  July 2016
- Volunteer-Phoenix Public Art Awakenings
  Phoenix, AZ
  December 2014-September 2015
  (I conducted monthly workshops for artists on how to market their businesses)
- Volunteer-Marketing Director, Centro Santa Catalina *(A non-profit artisan group which assists women textile artists sell their work in the United States)*
  Juarez, CH, MX
  October 2013 – April 2014
- Volunteer- GOLOCAL EL PASO
  El Paso, TX
  January 2011- April 2014
- Certified Business Advisor Level II, Southwest Texas Border Network SBDC
  San Antonio, TX
  July 2013
- Graduate of the Texas State RAMPS Entrepreneurial Course (An entrepreneurial intensive program for women)
  San Marcus, TX
  October, 2012
- Created Adelante: An Entrepreneur's Business Reading Group with The Women's Border Business Center and CREIE
- Member of the American Small Business Development Center Association
- Member of the Alpine Public Library Board and served on the APL Public Relations Committee 2008-2010
- Member of the Texas Municipal League 2008-2010
- Big Bend Leadership Graduate 2009
- Instrumental in creating the Alpine Environmental Advisory Board
- Managed Fiesta del Sol, Alpine Texas 2009
- Stage Manager for Dance Extravaganza Spring Event 2009
- Co-founded and managed 305 Orale Way, a community art gallery. Responsible for curating art exhibits, organizing artists, hosting events and music shows in Alpine, TX 2002-2009

- Co-founded Reviva Collective, a community organization responsible for facilitating and creating: 2007 Vision for Alpine, 2008 Border Wall Conference, Texas Statewide la Entrada initiative, and weekly community forums
- Active participation and support in numerous organizations including: Transition Alpine, Big Bend Arts Council, KRTS public radio station, Young Elected Officials Network
- Attended and participated in many economic development conferences and forums: 2010 Lajitas Regional Economic Development meeting, 2009 SRSU Regional Economic Development meeting with Todd Staples, 2009 Tri County Economic Development meeting sponsored by the SRSU Small Business Development Center

Training

- International Economic Development Council, University of Oklahoma Economic Development
- Completed over 60 hours of training in small business assistance including managerial and technical at the American Small Business Development Conference, 2012-2013
- Human Resource Training through El Paso Community College, 2012-2013
- Texas State University RAMPS Entrepreneurial Course 2012

Meghan F. McGarrity

Summary

Experience reaching and inspiring diverse populations both in academic and professional settings. Over eight years in higher education experience with a focus on student empowerment and success. Financial Aid background including assessing eligibility, packaging, awarding and Title IV compliance oversight. Broad experience and knowledge in FERPA, Title IV and Tile IX regulatory compliance and documentation. Over 10 years of experience in management and bank loan operations with an emphasis on data management, positive results, adaptability and creative problem solving. Strong management, verbal and written communication skills. PC proficient including word processing and spreadsheet software and specialized college applications. Experience in leadership, customer service, training and public speaking.

PROFESSIONAL EXPERIENCE

Santa Fe Community College, Santa Fe, New Mexico ***2009-2012; 2014 – Present***

Since 1983 Santa Fe Community College has served as the gateway to success for New Mexicans. SFCC provides affordable, high-quality educational programs that serve the social, cultural, technological and economic needs of Santa Fe's diverse community.

Interim Director, Santa Fe Higher Education Center ***2019-Present***

Oversees and provides leadership in the direction and management of the academic and associated services of the Higher Education Center (HEC), ensuring that all academic programs, services and initiatives are consistently compliant with the overall mission, goals, objectives and strategic plans of Santa Fe Community College. Directs and manages the strategic planning, development, and implementation of all aspects of the HEC, providing support to the Learning Center District (LCD) Board and the higher education institutions that participate in the consortium. Facilitate partnerships advancing the 2+2+2 vision to serve students in the Santa Fe and Northern New Mexico area. Directly participates in institutional planning and decision making as a member of the President's cabinet.

- Provides strategic direction, guidance, and coordination to the consortium leadership in all aspects of academic affairs, development and administration.
- Ensures that HEC programs and initiatives are consistent with overall SFCC mission, goals, objectives and accreditation standards.
- Establishes and oversees implementation of organizational goals, objectives, strategic plans, in collaboration with SFCC, Learning Center District (LCD) Board and consortium leadership.
- Monitors and evaluates programmatic and operational effectiveness and effects changes required to improve.
- Provides strategic guidance and broad leadership in the establishment of HEC instructional programs, community outreach programs and student services programs.
- Establishes and maintains strong collaborative relationships with Santa Fe and surrounding community leadership in the creation of programs and initiatives to attract, prepare and support prospective students from the local area.
- Collaborates and coordinates with SFCC leadership in the establishment and administration of facilities and services, operational and technological infrastructure, organizational structure and staffing for the HEC.
- Serves as the President's primary liaison for the HEC and represents the HEC to various internal constituencies as well as to the media, governmental agencies, state legislators/legislature, community/civic groups, prospective students and their parents, prospective funding agencies, and the public.
- Coordinates, manages, and tracks the creation and dissemination of articulation agreements between partnership institutions at the HEC and with the SFCC campus. Engages senior leadership internally and externally to create pathways for students to achieve their higher education goals through seamless transfer processes.

Scholarship Coordinator ***2014-2018***

Reporting to the Director of Financial Aid and responsible for the management of the SFCC scholarship program, Title IV compliance and monitoring, verification of student eligibility, student outreach and support.

- Identifies eligible students for SFCC Foundation scholarships, non-endowed scholarships, scholarships provided by grants and state funded scholarships such as the New Mexico Legislative Lottery Scholarship.
- With the assistance of Information Technology, creates the annual online SFCC application. Manages applicants, identifies applicants who match specific donor criteria, communicates committee decisions to applicants.
- Manages content for departmental webpages, updating to keep abreast of current regulations and important dates.
- Participates in an array of college service committees and initiatives including Executive Team, Staff Senate, the Technology Advisory Committee, PMAT Improvement Task Force, Staff Salary Committee, Student Services Learning Assessment Committee and the Behavioral Intervention Team.
- Creates and leads financial aid information sessions presented to students and parents through various college outreach initiatives. Includes helping students and parents understand the federal financial aid process, scholarship guidance and student loan credit counseling.
- Assists with front-line student support including completing Verifications, FAFSA completion, Satisfactory Academic Progress review.
- Manages departmental mailings for Financial Aid awards, missing information letters, suspension letters.
- Provides limited supervision of student employees.
- Supervises and coordinates document scanning between the software vendor, the Office of Information Technology and Financial Aid staff.

Student Loan Coordinator ***2009 – 2012***

Reporting to Director of Financial Aid and responsible for assessment and award of federal student loans for students.

- Determined student loan eligibility, created loan awards, processed and analyzed documents identified for further review. Ensured that internal accounts reconciled with the Department of Education for the timely distribution of student financial aid.
- Transitioned the college from the Stafford Loan Program to the William D. Ford Direct Loan Program which required software system modification, student education, and significant process improvements. This transition occurred during a time when student enrollment in the SFCC student financial aid programs more than doubled in less than two years.
- Identified student loan fraud within the college which led to participation in a nation-wide student loan fraud investigation. Partnered with executive leadership to establish policy changes that resulted in the prevention of fraud losses ranging from $100,000-$200,000 each semester.
- Created outreach programs through other departments of the college to help students navigate and understand the benefits of federal financial aid, including financial aid eligibility for teacher certification and loan forgiveness programs offered through the New Mexico Department of Higher Education.
- Part of an Academic Quality Improvement Project (AQIP) for college-wide communications improvement. This contributed to better understanding between faculty and support areas of the college, overall improvement to morale and important inter-departmental process improvements

The First National Bank of Santa Fe, Santa Fe, New Mexico ***2000-2008; 2012 – May, 2014***
Oldest community bank in the Southwest with ten offices throughout New Mexico and Colorado. Currently with over $700 million dollars in assets; exceeding $2 billion dollars in assets through merger with Strategic Growth Bancorp.

Assistant Vice President, Loan Administration Manager, ***2012 – 2014***
Reporting to Chief Operations Officer and responsible for the management of a staff of eight and the day to day oversight of loan operations.

- Initiated a major upgrade of the consumer loan origination system to a web-based operating platform. Brought more efficient functionality to the Bank as well as ensuring Federal regulatory compliance and contractual compliance with the vendor. Benefits included the automation of adverse action letters and credit score disclosures, more efficient loan documentation and decreased need for IT resources to maintain and implement software updates.
- Led the department through the 2013 OCC Safety and Soundness exam which occurred simultaneously with Bank acquisition. The result was a 100% closure of all outstanding Loan Administration related MRA's (Matters Requiring Attention).
- Managed an unscheduled full portfolio review which was required as part of the Bank acquisition. In spite of the demands of daily operations and the ongoing OCC Safety and Soundness Exam, the review was accomplished within three business days. The portfolio auditors reported their gratitude for the efficiency of the review to Senior Management and the OCC auditors' requests were not impaired or impacted.
- Identified a serious loan compliance issue and led a cross-functional work team to review and scrub data. The compliance concern was resolved and the team identified process improvements and established clear lines of accountability.
- Created and led consumer loan training for bank front-line staff which empowered the staff to better serve their customers by providing them a comprehensive understanding of the Bank's consumer loan policy and loan products and reinforced their knowledge of consumer loan regulations. Positive feedback from the customer-facing staff was universal. The success of the training resulted in the expansion of the program and was adopted by all of the partner institutions acquired through the merger.
- Provided a key role during the Bank's conversion of the core software system. This included departmental guidance, compliance and documentation input, training, data field mapping and re-creating loan products in the new system.

EDUCATION

St. John's College, Santa Fe, New Mexico
Master of Arts in Liberal Arts – May, 2004

University of Arizona, Tucson, Arizona
Bachelor of Arts in Western Classics – May 1996

AWARDS AND ACCOMPLISHMENTS

Recognized by the National Society for Leadership and Success for Excellence in Student Services
April 2016, May 2017, May 2018

Recognized by the Student Ambassador Program for Outstanding Student Support
May 2015, May 2016, May 2018

Nominated for the SFCC Staff Excellence award May 2016, May 2017, May 2018, April 2019

Received the Veterans' Service Appreciation Award
May 2018

Graduate of Santa Fe Community College's Leadership Institute May 2015

Graduate of Santa Fe Community College's Graduate Leadership Institute May 2016

MEMBERSHIPS

Chair, Higher Education Center Advisory Committee, 2019

Chair, Professional Development Funding Committee
2019-2020, 2020-2021

Chair, President's Diversity Advisory Council
2019-2020, 2020-2021

Co-Chair, Staff Senate 2016-2017, 2017- 2018, 2018-2019

Member, SFCC Strategic Planning Committee and SFCC Title V Committee
2020

Member, Professional Development Committee
2018, 2019, 2020

Chair, Staff Salary Committee, 2017- 2019

Co-Chair, PMAT Improvement Task Force, 2017-2018

Co-Chair, Student Services Learning Assessment Committee, 2018

Member, Greater Santa Fe Chamber of Commerce Education and Workforce Development Committee, 2019

Member, Greater Santa Fe Chamber of Commerce Economic Development Committee, 2019

Member, New Mexico Association of Student Financial Aid Administrators 2012-present

SOFTWARE SKILLS

Ellucian Banner software, National Student Loan Database, FAA Access to CPS Online, Common Origination & Disbursement Web Site, EdConnect, Harland Financial Solutions Laser Pro and Decision Pro, Fiserv Signature, Fiserv Premier, Equifax, Microsoft Office (Word, Excel, Outlook, Power Point)

City of Santa Fe, New Mexico

LEGISLATIVE SUMMARY
Bill No. 2020-27
International Fire Code Update

SPONSOR(S): Councilor Chris Rivera

SUMMARY: This Bill updates City Code to reference the most recent version of the International Fire Code.

PREPARED BY: Jeff Norris, Assistant Le gislative Liaison

FISCAL IMPACT: None

DATE: July 14, 2020

ATTACHMENTS: Bill
FIR

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2020-27

INTRODUCED BY:

Councilor Chris Rivera

AN ORDINANCE

AMENDING 12-2.1 SFCC 1987 TO UPDATE THE VERSION OF THE INTERNATIONAL FIRE CODE ADOPTED BY THE CITY OF SANTA FE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 12-2.1 SFCC 1987 (being Ord. No. 2004-53, § 3; as amended) is amended to read:

12-2.1 Adoption of fire code.

A. Pursuant to Section 3-18-11 NMSA 1978, the city may adopt regulations for the prevention of fire.

B. For the purposes of reasonably safeguarding life and property from the hazards of fire and explosion arising from the storage, handling and use of hazardous substances, materials and devices, and from hazardous conditions in the use or occupancy of buildings or premises, the [~~2009~~] 2015 International Fire Code (IFC) as published by the International Code Council (ICC) is adopted by reference and incorporated as fully as if set out herein except as amended by the governing body. The amendments are set forth in Exhibit

underscored material = new [~~bracketed material~~] = delete

A attached to the end of this chapter. The [~~2009~~] 2015 International Fire Code as amended by the governing body shall be known as "the fire code of the city of Santa Fe." This paragraph shall be effective [~~July 1, 2011~~] October 1, 2020.

C. A copy of the fire code of the city of Santa Fe shall be kept on file at the Santa Fe fire prevention bureau, 1751 Cerillos Road, Santa Fe, New Mexico 87504 and shall be, at all reasonable times, available and subject to inspection. A copy of the fire code of the city of Santa Fe shall be available to any individual upon request and payment of a reasonable charge.

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

FIR No. 3251

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): International Fire Code Update

Sponsor(s): Councilor Rivera

Revie wing Department(s): Fire Department

Staff Completing FIR: Geronimo Griego Date: 06/29/2020 Phone: 955-3317

Revie wed by City Attorney: _____ Date: Aug 24, 2020

Revie wed by Finance Director: _____ Date: Aug 24, 2020

Summary:
This Bill adopts the 2015 version of the International Fire Code, the mo st updated version available so that the City's Code is up to date with standards adhered to by the City and the State.

Departments Affected:
Fire Department - Fire Prevention Bureau and Land Use Department

Consequences of Not Enacting Legislation:
The City will not be current with the mo st recent International Fire Code, which the Fire Prevention Bureau references when conducting inspections and enforcing applicable laws and standards.

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

Performance and Administrative Implications:
Adoption of this Bill will ensure City Code is up to date with the mo st recent International Fire Code when conducting inspections.

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) o r 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:

International Fire Code Update

Final Audit Report 2020-08-24

Created:	2020-08-24
By:	Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbDktXsROZVnFP0rjOi2FcRrPaGG0oQPc

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CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO BILL NO. 2020-27
International Fire Code Update

Mayor and Members of the City Council:

I propose the following amendment(s) to Bill No. 2020-27:

1. On page 1, line 12 after "**FE**" ***insert*** "**; AND AMENDING EXHIBIT A OF CHAPTER 12**"
2. Exhibit A of Chapter 12 is amended as follows:

CITY OF SANTA FE

CHAPTER 12

EXHIBIT A

AMENDMENTS TO THE [~~2009~~] 2015 INTERNATIONAL FIRE CODE

(SUBSECTION 12-2.1 SFCC 1987)

ADOPTED: [**~~June 8, 2011 (effective July 1, 2011)~~**] **October 14, 2020 (effective November 1, 2020)**

AMENDED:

1. Section 101.1 of the [~~2009~~] 2015 International Fire Code is amended to read:

101.1 Title. These regulations shall be known as the Fire Code of the city of Santa Fe, hereinafter referred to as "this code."

2 Section 105.3.7 of the [~~2009~~] 2015 International Fire Code is amended to read:

105.3.7 Information on the permit. The fire code official may issue any permits required by this code on an approved form furnished for that purpose. The permit shall contain a general description of the operation or occupancy and its location and any other information required by the fire code official. Issued permits shall bear the signature of the fire code official or other approved legal authorization.

3. Section 108.1 of the [~~2009~~] 2015 International Fire Code is repealed in its entirety and a new Section 108.1 is ordained to read:

108.1 Appeal of Department Decisions. When the fire department disapproves an application or refuses to grant a permit applied for as required by this code or when it is claimed that the provisions of this code do not apply or that the true intent and meaning of this code has been misconstrued or wrongly interpreted, the applicant may appeal the decision of the fire department to the city manager within thirty (30) days of the decision. The applicant may appeal the decision of the city manager to the governing body within ten (10) days of the city manager's decision.

4. Section 108.2 of the [~~2009~~] 2015 International Fire Code is repealed in its entirety.

5. Section 108.3 of the [~~2009~~] 2015 International Fire Code is repealed in its entirety.

6. Section [~~109.3~~] 109.4 of the [~~2009~~] 2015 International Fire Code is repealed in its entirety and a new Section [~~109.3~~] 109.4 is ordained to read:

[~~109.3~~] 109.4 Violation penalties. Any person violating any of the provisions of this code or failing to comply with any order made thereunder, building in violation of any detailed statement of

specifications or plans submitted and approved, any certificate or permit issued thereunder and from which no appeal has been taken; or failing to comply with an order as affirmed or modified by the governing body or by a court of competent jurisdiction within the time defined herein, shall severally for each noncompliance be punished as provided by Section 1-3 SFCC 1987. The imposition of a penalty for any violation shall not excuse the violations or permit it to continue. All such persons shall be required to correct or remedy the violations or defects within a reasonable time; and when not otherwise specified, each ten (10) days that prohibited conditions are maintained shall constitute a separate offense.

7. Section 111.4 of the [~~2009~~] 2015 International Fire Code is amended to read:

111.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine as provided in Section 1-3 SFCC 1987.

8. A new Section 508.5.1.1 of the [~~2009~~] 2015 International Fire Code is ordained to read:

508.5.1. Fire Protection in Recreational Vehicles, Mobile Home and Manufactured Housing Parks, Sales Lots, and Storage Lots. Fire protection in recreational vehicles, mobile home and manufactured housing parks, sales lots, and storage lots shall provide and maintain fire hydrants and access roads in accordance with Sections 503 and 508.5.

Exception: Recreational vehicle parks located in remote areas shall be provided with protection and access roadways as required by the fire code official.

9. Section 603.9 of the [~~2009~~] 2015 International Fire Code is amended to read:

603.9 Gas meters. Where required by the fire code official, above-ground gas meters, regulators and piping subject to damage shall be protected by a barrier complying with Section 312 or otherwise protected in an approved manner.

10. The following definition of Section 902.1 of the [~~2009~~] 2015 International Fire Code, and defined in Chapter 2 of the International Fire Code 2015 is amended to read:

STANDPIPE SYSTEM, CLASSES OF. Standpipe classes are as follows:

Class I system. A system providing 2.5-inch (64 mm) hose connections to supply water for use by fire departments and those trained in handling heavy fire streams.

Class II system. A system providing 1.5-inch (38 mm) hose stations to supply water for use primarily by the building occupants or by the fire department during initial response. 1.5 inch hoses and hose cabinets shall not be provided, unless required by the New Mexico laws applicable to fire protection for class II and class III standpipe systems.

Class III system. A system providing 1.5-inch (38 mm) hose stations to supply water for use by building occupants and 2.5-inch (64 mm) hose connections to supply a larger volume of water for use by fire departments and those trained in handling heavy fire streams. 1.5-inch hoses and hose cabinets shall not be provided, unless required by the New Mexico laws applicable to fire protection for class II and class III standpipe systems.

11. Section [~~904.11~~] 904.12 of the [~~2009~~] 2015 International Fire Code is amended to read:

[**~~904.11~~**] **904.12 Commercial cooking systems.** The automatic fire-extinguishing system for commercial cooking systems shall be of a type recognized for protection of commercial cooking equipment and exhaust systems of the type and arrangement protected. Pre-engineered automatic dry- and wet-chemical extinguishing systems shall be tested in accordance with UL 300 and listed and labeled for the intended application. Other types of automatic fire-extinguishing systems shall be listed and labeled for specific use as protection for commercial cooking operations. The system shall be

installed in accordance with this code, its listing and the manufacturer's installation instructions. Automatic fire-extinguishing systems of the following types shall be installed in accordance with the referenced standard indicated, as follows:

1. Carbon dioxide extinguishing systems, NFPA 12.
2. Automatic sprinkler systems, NFPA 13.
3. Foam-water sprinkler system or foam-water spray systems, NFPA 16.
4. Dry-chemical extinguishing systems, NFPA 17.
5. Wet-chemical extinguishing systems, NFPA 17A.

12. A new Section 904.14 of the 2015 International Fire Code is ordained to read:

Itinerant mobile food vendors/food trucks shall comply with 904.12 Commercial cooking systems.

13. Section 906.1 of the [~~2009~~] 2015 International Fire Code is amended to read:

906.1 Where required. Portable fire extinguishers shall be installed in the following locations.

1. In new and existing Group A, B, E, F, H, I, M, R- 1, R-2, R-4 and S occupancies.

Exception: When allowed by the fire code official, in all Group A, B and E occupancies equipped throughout with quick-response sprinklers, portable fire extinguishers shall be required only in locations specified in items 2 through 6.

2. Within 30 feet (9144mm) of commercial cooking equipment.
3. In areas where flammable or combustible liquids are stored, used or dispensed.
4. On each floor of structures under construction, except Group R-3 occupancies, in accordance with Section 1415. 1.
5. Where required by the sections indicated in Table 906. 1.
6. Special-hazard areas, including but not limited to laboratories, computer rooms and generator rooms, where required by the fire code official.

14. Section [~~3404.2.9.6.1~~] 5704.2.9.6.1 of the [~~2009~~] 2015 International Fire Code is amended to read:

[~~**3404.2.9.6.1**~~**]** **5704.2.9.6.1 Locations where above-ground tanks are prohibited.** Storage of Class I and II liquids in above-ground tanks outside of buildings is prohibited within the limits established by law in subsection 12-2.4 SFCC 1987.

15. Section [~~3406.2.4.4~~] 5706.2.4.4 of the [~~2009~~] 2015 International Fire Code is amended to read:

[~~**3406.2.4.4**~~**]** **5706.2.4.4 Locations where above-ground tanks are prohibited.** The storage of Class I and II liquids in above-ground tanks is prohibited within the limits established by law in subsection 12-2.4 SFCC 1987.

16. Appendix B of the [~~2009~~] 2015 International Fire Code is adopted in its entirety, with the following addition: In lieu of fire flow, the fire code official may approve the use of a fire sprinkler system complying with NFPA 13, NFPA 13R, NFPA 13D, and/or water storage tanks complying with NFPA 1142 for one- or two- family dwellings, R-3, or R-4.

17. Appendix D of the [~~2009~~] 2015 International Fire Code is adopted with the following amendments:

(a) D103.1 Access road width with a hydrant. Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 20 feet (6096mm).

(b) D103.5 Fire apparatus access road gates. Where required by the fire code official, gates securing the fire apparatus access roads shall comply with all of the following criteria:

1. [~~The minimum gate width shall be 20 feet (6096 mm).~~] Where a single gate is provided, the gate width shall be not less than 20 feet (6096 mm). Where a fire apparatus road consists of a divided roadway, the gate width shall be not less than 12 feet (3658 mm).

2. Gates shall be of the swinging or sliding type.

3. Construction of gates shall be of materials that allow manual operation by one person.

4. Gate components shall be maintained in an operative condition at all times and replaced or repaired when defective.

5. Electric gates shall be equipped with a means of opening the gate by fire department personnel for emergency access. Emergency opening devices shall be approved by the fire code official.

[~~6. Manual opening gates shall not be locked with a padlock or chain and padlock unless they are capable of being opened by means of forcible entry tools.~~

~~7. Locking device specifications shall be submitted for approval by the fire code official.~~]

6. Methods of locking shall be submitted for approval by the fire code official.

7. Electric gate operators, where provided, shall be listed in accordance with UL 325.

8. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F 2200. D103.6 Signs.

(c) D104.1 Buildings exceeding three stories or 30 feet in height. Buildings or facilities exceeding 30 feet (9144 mm) or three stories in height shall have at least two means of fire apparatus access for each structure.

(d) D104.2 Buildings exceeding 62,000 square feet in area. Buildings or facilities having a gross building area of more than 62,000 square feet (5760 m2) shall be provided with two separate and approved fire apparatus access roads.

Exception: When required by the fire code official, projects having a gross building area of up to 124,000 square feet (11520 m2) that have a single approved fire apparatus access road when all buildings are equipped throughout with approved automatic sprinkler systems.

(e) D105.1 Where required. Where required by the fire code official, buildings or portions of buildings facilities exceeding 30 feet (9144 mm) in height above the lowest level of fire department vehicle access shall be provided with approved fire apparatus access roads capable of accommodating fire department aerial apparatus. Overhead utility and power lines shall not be located within the aerial fire apparatus access roadway.

Respectfully submitted,

_____

Chris Rivera, Councilor

Approved as to Form:



Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Yolanda Y. Vigil, City Clerk

International Fire Code Update (Rivera Amend)

Final Audit Report 2020-10-14

Created:	2020-10-14
By:	Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA57uKF0N5FOcoBsHoY82J6dePPpbE4h42

"International Fire Code Update (Rivera Amend)" History

Document created by Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
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2020-10-14 - 4:50:42 AM GMT

Email viewed by Erin McSherry (ekmcsherry@santafenm.gov)
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Signature Date: 2020-10-14 - 5:53:52 PM GMT - Time Source: server- IP address: 174.62.11.171

Agreement completed.
2020-10-14 - 5:53:52 PM GMT

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 08/17/2020
FOR CITY COUNCIL MEETING OF 08/26/20

b) Consideration of a Bill No. 2020-__: An Ordinance Amending Section Section 23-7.4 Relating to Golf Rates at the MRC. (Councilors Lindell and Vigil Coppler) (Jennifer Romero, MRC Manager, jcromero@santafenm.gov, 955-4465)

COMMITTEE REVIEW:
Quality of Life Committee (scheduled): 8/5/20
Finance Committee (scheduled): 8/17/20
City Council (request to publish): 8/26/20
City Council (public hearing): 9/30/20

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
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 08/05/2020
FOR CITY COUNCIL MEETING OF 08/26/2020

ISSUE:
Consideration of a Bill #2020-__: An Ordinance Amending Section Section 23-7.4 Relating to Golf Rates at the MRC. (Councilors Lindell and Vigil Coppler) (Jennifer Romero, MRC Manager, jcromero@santafenm.gov, 955-4465)

COMMITTEE REVIEW:
Quality of Life Committee (scheduled): 8/5/20
Finance Committee (scheduled): 8/17/20
City Council (request to publish): 8/26/20
City Council (public hearing): 9/30/20

QUALITY OF LIFE COMMITTEE ACTION: Approved on consent

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Finance and Governing Body

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

DATE: October 8, 2020

TO: Public Works Committee
Finance Committee
Governing Body

VIA: Regina Wheeler
Regina A. Wheeler, Public Works Department Director
jpm
John P. Muñoz, Recreation Department Director

FROM: Melissa A. McDonald, Acting Parks Division Director MAM

RE: Request approval of Greens Fee/Golf Cart Fee Rate Implementation – Effective August 1, 2020

SUMMARY:

Effective August 1, 2020, per the recommendation of the Marty Sanchez Links de Santa Fe (MSLDSF) Advisory Board, a Sub-committee of Parks and Recreation Advisory Committee (PARC), your approval is requested to implement a greens fee & golf cart fee rate increase as follows:

Fee Type	NM Resident Current Fee	NM Resident Proposed Fee	Increase Amount	Increase %	Out of State Current Rate	Proposed Rate	Increase Amount	Increase %
18 hole walking	$30.00	$32.00	$2.00	6.67	$35.00	$40.00	$5.00	14.29
18 hole with cart	$48.00	$50.00	$2.00	4.17	$53.00	$55.00	$2.00	3.77
18 hole senior walking	$25.00	$27.00	$2.00	8.00	$28.00	$30.00	$2.00	7.14
18 hole senior with cart	$36.00	$38.00	$2.00	5.56	$42.00	$44.00	$2.00	4.76
9 hole walking	$23.00	$25.00	$2.00	8.70	$28.00	$30.00	$2.00	7.14
9 hole with cart	$34.00	$37.00	$3.00	8.82	$40.00	$42.00	$2.00	5.00
9 hole senior walking	$20.00	$22.00	$2.00	10.00	$25.00	$27.00	$2.00	8.00
9 hole senior with cart	$28.00	$30.00	$2.00	7.14	$32.00	$34.00	$2.00	6.25
G-28 walking	$16.00	$17.00	$1.00	6.25	$22.00	$23.00	$1.00	4.55
G-28 senior walking	$13.00	$14.00	$1.00	7.69	$20.00	$21.00	$1.00	5.00
18 hole junior walking	$14.00	$15.00	$1.00	7.14	$14.00	$15.00	$1.00	7.14
9 hole junior walking	$10.00	$11.00	$1.00	10.00	$10.00	$11.00	$1.00	10.00
G-28 junior walking	$9.00	$10.00	$1.00	11.11	$9.00	$10.00	$1.00	11.11
Weekday tournament (Tuesday-Thursday)	$44.00	$46.00	$2.00	4.55	$44.00	$46.00	$2.00	4.55
Weekend tournament (Friday-Monday)	$46.00	$48.00	$2.00	4.35	$46.00	$48.00	$2.00	4.35
5 round volume discount	$135.00	$150.00	$15.00	11.11	$165.00	$190.00	$25.00	15.15
10 round volume discount	$250.00	$280.00	$30.00	12.00	$300.00	$360.00	$60.00	20.00
20 round volume discount	$460.00	$520.00	$60.00	13.04	$560.00	$700.00	$140.00	25.00
30 round volume discount	$630.00	$750.00	$120.00	19.05	$780.00	$990.00	$210.00	26.92
Cart Fee for 18 holes	$18.00	$20.00	$2.00	11.11	$18.00	$20.00	$2.00	11.11
Cart Fee for 9 holes	$11.00	$12.00	$1.00	9.09	$11.00	$12.00	$1.00	9.09

Currently, our rates are significantly lower than our competitors, a "Golf Course Competitor Rate Comparison" spreadsheet is attached for review; reference "Exhibit "B". As a result of the impacts of COVID-19 and in an effort to offset the overall maintenance expense and cost of reclaimed water infrastructure, and to increase revenue generated by the MRC, we request your review and approval of the proposed greens fee rate and golf cart rate increase; reference Exhibit "A", FY20/21 Proposed Rate Increase spreadsheet.

Initially, we completed a 3-year average of rounds/revenue generated, however, because we transition point of sale system from Jonas to Teensap in 2018, the "Fee Type" rates outlined could not be broken. As a result 2019 rounds and cart sale were used to make projections.

If rounds and cart sales remain the same as 2019, we project to generate $1,547,340 in revenue (an increase of: $232,332.85; however given COVID-19, a more realistic increase is projected to be approximately $116,166; if rounds increase by 3%, we project an increase of $211,384 in revenue and if rounds decrease by 3%, we project a decrease in revenue of $41,186.

A 3% increase or decrease is used as an example because it is within a realistic possibility of growth or downturn. The 3% column shown on Exhibit "A" is calculated by taking the rounds in 2019 and increasing them by 3% them multiplying that number by the proposed new rate for the particular round profile.

Initially, we completed a 3-year average of rounds/revenue generated, however, because we transition point of sale system from Jonas to Teensap in 2018, the "Fee Type" rates outlined could not be broken. As a result 2019 rounds and cart sale were used to make projections.

Given the COVID-19 circumstances, the MSL Golf Course Advisory Sub-committee, and Parks & Recreation Commission (PARC) were unable have a recorded meeting as a result we are requesting that the proposal be submitted as part of the revenue generating ideas for the new fiscal year 20/21 budget.

New Mexico Golf Limited (NMGL), the Pro-shop contractor is in agreement with this request.

ACTION RECOMMENDED:

We kindly request your review and approval of the rate increase and forwarding to the Finance Committee and Governing Body Committee for review and approval.

Attachments: Exhibit "A": FY20/21 Proposed Rate Increase spreadsheet
Exhibit "B": Golf Course Competitor Rate Comparison Spreadsheet
Legislative Request Form
FIR Template

Cc: MRC File
Julio "Alo" Broadsky, Head Golf Professional
Jesse Guillen, Legislative Liaison

Signature: Regina Wheeler (Oct 8, 2020 11:02 MDT)
Email: rawheeler@santafenm.gov

Signature: John P. Munoz (Oct 8, 2020 21:47 MDT)
Email: jpmunoz@santafenm.gov

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2020-23

Councilor Signe I. Lindell

Councilor Joanne Vigil Coppler

AN ORDINANCE

AMENDING SECTION 23-7.4 RELATING TO GOLF RATES AT THE MRC.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Subsection 23-7.4 SFCC 1987 (being Ord. No. 2013-26) is amended to read:

23-7.4 MRC Golf Rates.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

A.

Type	NM Resident Rate	Out of State Rate
18 hole walking	[~~$30~~] $35	[~~$35~~] $40
18 hole with cart	[~~$48~~] $50	[~~$53~~] $55
18 hole senior walking	[~~$25~~] $27	[~~$28~~] $30
18 hole senior with cart	[~~$36~~] $38	[~~$42~~] $44
9 hole walking	[~~$23~~] $25	[~~$28~~] $27
9 hole with cart	[~~$34~~] $37	[~~$40~~] $42
9 hole senior walking	[~~$20~~] $22	[~~$25~~] $27
9 hole senior with cart	[~~$28~~] $30	[~~$32~~] $34
G-28 walking	[~~$16~~] $17	[~~$22~~] $23
G-28 with cart	[~~$27~~] $28	[~~$32~~] $33
G-28 senior walking	[~~$13~~] $14	[~~$20~~] $21
G-28 senior with cart	[~~$20~~] $23	[~~$26~~] $29
18 hole junior walking	[~~$14~~] $15	[~~$14~~] $15
9 hole junior walking	[~~$10~~] $11	[~~$10~~] $11
G-28 junior walking	[~~$9~~] $10	[~~$9~~] $10
Weekday tournament (Tuesday-Thursday)	[~~$44~~] $46	[~~$44~~] $46
Weekend tournament (Friday-Monday	[~~$46~~] $48	[~~$46~~] $48
5 round volume discount	[~~$135~~] $150	[~~$165~~] $190
10 round volume discount	[~~$250~~] $280	[~~$300~~] $360
20 round volume discount	[~~$460~~] $520	[~~$560~~] $700
30 round volume discount	[~~$630~~] $750	[~~$780~~] $990

B. Hometown Hero Rate. All active military and retired military, city and county law enforcement officers, city and county fire department members, and corrections officers working within Santa Fe County may receive the senior rate as noted in subsection A above. Players seeking the senior rate must show military or law enforcement ID. The hometown hero rate is only valid Monday-Friday after 10 a.m. and Saturday-Sunday after 1 p.m.

C. In order to maximize revenues, be competitive with area golf courses, and respond to market conditions, the city manager may, upon review by the city finance director, authorize in writing an increase or decrease of twenty-five percent (25%) to the rates described in paragraph A above. Such rate change shall be published in a local daily newspaper. Such rate change shall apply to the general public [~~and shall not be available to a particular group or individual~~]. The city manager may also occasionally authorize special, short-term promotional rates.

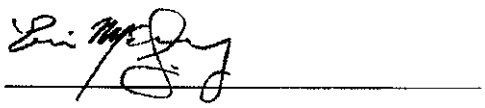
D. Gross receipts tax shall be paid on all greens fees set forth in paragraphs A through C above. The sum of the rate and gross receipts tax shall be rounded to the next highest quarter.

E. Juniors under the age of eighteen (18) and associated with a high school golf team or a golf program [~~will be allowed to hit~~] may each hit two (2) large buckets of range balls [~~each,~~] after 3:30 p.m., free of charge while participating in a scheduled season.

F. Once each fiscal year, the city may sponsor a benefit tournament to support children and youth recreation programs at the genoveva chavez community center and the MRC. [~~The applicable tournament rates will not be paid from the~~] Tournament revenues[~~, but~~] will be incorporated into the annual MRC rate analysis and proposed rate structure to cover the tournament fees that would have been applicable.

PASSED, APPROVED, and ADOPTED this ___ day of _____, 2020.

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Bills/Golf Course Rate Change

FY20/21 PROPOSED RATE INCREASE (GREENS FEE/CART FEE)

Fee Type	NM Resident Current Fee	NM Resident Proposed Fee	Increase Amount	Increase %	Out of State Current Rate	Proposed Rate	Increase Amount	Increase %	2018 Rounds/Individual Sales 6/1 thru 12/31	2019 Rounds/Individual Sales	3% increase in rounds	2018/19 Rounds average	2019 Revenue	Revenue Projections: same amount of rounds in 2020 as 2019	3% increase in rounds in 2020	3% decrease in rounds in 2020
18 hole walking	$30.00	$32.00	$2.00	6.67	$35.00	$40.00	$5.00	14.29	91	76	78	84	$2,077.00	$3,040.00	$3,120.00	$2,960.00
18 hole with cart	$48.00	$50.00	$2.00	4.17	$53.00	$55.00	$2.00	3.77	1080	1233	1270	1157	$29,935.00	$34,524.00	$35,560.00	$33,516.00
18 hole senior walking	$25.00	$27.00	$2.00	8.00	$28.00	$30.00	$2.00	7.14	3078	4614	5998	3846	$138,420.90	$147,648.96	$191,936.00	$113,568.00
18 hole senior with cart	$36.00	$38.00	$2.00	5.56	$42.00	$44.00	$2.00	4.76	1650	2073	2695	1861	$47,678.31	$51,824.25	$67,375.00	$39,875.00
9 hole walking	$23.00	$25.00	$2.00	8.70	$28.00	$30.00	$2.00	7.14	10793	15382	15844	13088	$276,879.06	$307,643.40	$316,880.00	$298,680.00
9 hole with cart	$34.00	$37.00	$3.00	8.82	$40.00	$42.00	$2.00	5.00	5461	6911	7118	6186	$124,394.94	$138,216.60	$142,360.00	$134,200.00
9 hole senior walking	$20.00	$22.00	$2.00	10.00	$25.00	$27.00	$2.00	8.00	11027	14130	18369	12579	$184,945.76	$213,221.70	$277,188.21	$164,013.21
9 hole senior with cart	$28.00	$30.00	$2.00	7.14	$32.00	$34.00	$2.00	6.25	8227	10835	14086	9531	$108,607.50	$119,401.70	$155,227.72	$91,851.70
G-28 walking	$16.00	$17.00	$1.00	6.25	$22.00	$23.00	$1.00	4.55		1733	1785		$27,728.00	$29,461.00	$30,345.00	$28,577.00
G-28 senior walking	$13.00	$14.00	$1.00	7.69	$20.00	$21.00	$1.00	5.00		4395	4527		$57,135.00	$61,530.00	$63,378.00	$59,682.00
18 hole junior walking	$14.00	$15.00	$1.00	7.14	$14.00	$15.00	$1.00	7.14		297	306		$4,158.00	$4,455.00	$4,590.00	$4,320.00
9 hole junior walking	$10.00	$11.00	$1.00	10.00	$10.00	$11.00	$1.00	10.00		134	147		$1,340.00	$1,474.00	$1,617.00	$4,598.00
G-28 junior walking	$9.00	$10.00	$1.00	11.11	$9.00	$10.00	$1.00	11.11		95	98		$855.00	$980.00	$980.00	$920.00
Weekday tournament (Tuesday-Thursday)	$44.00	$46.00	$2.00	4.55	$44.00	$46.00	$2.00	4.55								
Weekend tournament (Friday-Monday)	$46.00	$48.00	$2.00	4.35	$46.00	$48.00	$2.00	4.35								
5 round volume discount	$135.00	$150.00	$15.00	11.11	$165.00	$190.00	$25.00	15.15		9	9.25		$1,157.13	$1,350.00	$1,387.50	$1,312.50
10 round volume discount	$250.00	$280.00	$30.00	12.00	$300.00	$360.00	$60.00	20.00		2	2.1		$476.20	$560.00	$588.00	$532.00
20 round volume discount	$460.00	$520.00	$60.00	13.04	$560.00	$700.00	$140.00	25.00		7	7.2		$3,066.70	$3,640.00	$3,744.00	$3,536.00
30 round volume discount	$630.00	$750.00	$120.00	19.05	$780.00	$990.00	$210.00	26.92		21	22		$12,600.00	$15,750.00	$16,500.00	$15,000.00
Cart Fee for 18 holes	$18.00	$20.00	$2.00	11.11	$18.00	$20.00	$2.00	11.11		14130	14554		$184,945.76	$282,600.00	$291,080.00	$274,120.00
Cart Fee for 9 holes	$11.00	$12.00	$1.00	9.09	$11.00	$12.00	$1.00	9.09		10835	11160		$108,607.50	$130,020.00	$133,920.00	$126,120.00
Total													$1,315,007.76	$1,547,340.61	$1,737,776.43	$1,397,381.41
Increase/Decrease from 2019														$232,332.85	$422,768.67	$82,373.65
Increase factoring in COVID-19														$116,166.43	$211,384.34	$41,186.83

Exhibit "B"

GOLF COURSE	Weekday rates	Weekend rates	Cart fee
Marty Sanchez Links de Santa Fe	Mon - Fri	Sat- Sun	
	$ 30.00	Same as wkday	$ 18.00
After 2 PM	$ 23.00	Same as wkday	$ 11.00
(505) 955-4400 ext. 4			
Santa Fe Country Club	Tues - Thurs	Fri - Sun	
	$ 31.00	$ 43.00	$ 19.00
After 2 PM	$ 25.00	$ 30.00	$ 10.00
(505)471-2626			
Paa-Ko Ridge	$ 200.00	$200	Includes Cart and Range Balls
After 2 PM	$95	$95	
(505)281-6000			
Towa Golf Resort	$ 69.00	$ 69.00	$18
After 2 PM	$ 49.00	$ 49.00	
(505)455-9000			
Black Mesa	Mon - Fri	Sat- Sun	
	$ 82.00	$ 87.00	Included
After 2 PM	$ 52.00	$ 52.00	
(505)747-8946			
Pueblo de Cochiti	$ 59.00	$ 69.00	Included
After 2 PM	$ 39.00	$ 49.00	

Exhibit "B"

Los Alamos Golf Course	$ 31.50	$ 34.50	$ 15.00
(505)662-8139			
Taos Country Club	Mon-Thurs	Fri-Sun	
	$ 71.00	$ 82.00	$ 20.00
After 2 PM	$ 44.00	$ 50.00	
(575) 758-7300			
Arroyo Del Oso	Mon-Thurs	Fri-Sun	
	$ 26.00	$ 32.50	ncludes Cart
After 2 PM	$ 21.00	$ 24.50	
(505) 884-7505			

Comments	Tournament Rates
*Seniors- $18	Tues-Thurs: $44.00
	Fri-Mon: $46.00
*Seniors-no rate	Mon-Sun:65.00
*Seniors -no rate	
Rates apply Mon-Thurs only	
*Seniors-$55 only Sun-Thur	
	Rates Vary-$75-95
*Seniors-$10 Less	Monday-Thursday $59
	Friday-Sun $69
*Seniors-(M-Th) $47 *Seniors- (F-Sun) $57 Less	Mon-Thur: $55-$72
	Fri-Sun: $60-$120

*Seniors-(M-Th) $3 Less	
*Seniors-no rate	
*Seniors weekdays $19 Senior weekends $32.50	

Type	NM Resident Rate	FY20/21 NM Resident proposed rate	Out of State Rate	FY20/21 Out of State proposed rate
18 hole walking	$30.00	$32.00	$35.00	$40.00
18 hole with cart	$48.00	$50.00	$53.00	$55.00
18 hole senior walking	$25.00	$27.00	$28.00	$30.00
18 hole senior with cart	$36.00	$38.00	$42.00	$44.00
9 hole walking	$23.00	$25.00	$28.00	$30.00
9 hole with cart	$34.00	$37.00	$40.00	$42.00
9 hole senior walking	$20.00	$22.00	$25.00	$27.00
9 hole senior with cart	$28.00	$30.00	$32.00	$34.00
G-28 walking	$16.00	$17.00	$22.00	$23.00
G-28 with cart	$27.00	$28.00	$32.00	$33.00
G-28 senior walking	$13.00	$14.00	$20.00	$21.00
G-28 senior with cart	$20.00	$23.00	$26.00	$29.00
18 hole junior walking	$14.00	$15.00	$14.00	$15.00
9 hole junior walking	$10.00	$11.00	$10.00	$11.00
G-28 junior walking	$9.00	$10.00	$9.00	$10.00
Weekday tournament (Tuesday-Thursday)	$44.00	$46.00	$44.00	$46.00
Weekend tournament (Friday-Monday)	$46.00	$48.00	$46.00	$48.00
5 round volume discount	$135.00	$150.00	$165.00	$190.00
10 round volume discount	$250.00	$280.00	$300.00	$360.00
20 round volume discount	$460.00	$520.00	$560.00	$700.00
30 round volume discount	$630.00	$750.00	$780.00	$990.00
Cart Fee for 18 holes	$18.00	$20.00	$18.00	$20.00

Cart Fee for 9 holes	$11.00	$12.00	$11.00	$12.00

FIR No. 3265

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): **AN ORDINANCE AMENDING SECTION 23.7.4 RELATING TO GOLF RATES AT THE MRC TO INCREASE GREENS FEES AND GOLF CART FEES**

Sponsor(s): Councilor Lindell and Vigil Coppler

Reviewing Department(s): Parks & Recreation Department

Staff Completing FIR: Jennifer Romero Date: 07/17/20 Phone: 955-4465

Reviewed by City Attorney: _____ Date: 7/31/2020

Reviewed by Finance Director: _____ Date: 08.11.20

Summary:
This Bill is intended to increase greens fee and golf cart rates offered at the Marty Sanchez Links de Santa Fe golf course. The proposed rates are comparable to the rates charged at other golf courses in the area.

Departments Affected By:
Parks & Recreation

Consequences of Not Enacting Legislation:
If the City does not implement a rate increase, it will continue to see a decline in revenue.

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

Performance and Administrative Implications:
Implementing a rate increase will generate revenue for the facility which has been diminished as a result of COVID-19. It will also provide revenues for investment in effluent water infrastructure.

Fiscal Implications:
Please refer to attached "2020 Rate Increase Spreadsheet".

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

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

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

Expenditure Narrative:

Revenue

Revenue Type	FYE 20-21	FYE 21-22	FYE 22-23	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$116,166	$211,384	$	R	530
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

The proposed rate restructuring is consistent with rates offered by other, nearby golf courses and will allow MSL to increase its revenue by approximately 102,582 per year, with a projected increase of 3% from 2019 actual revenue received in fee types outlined in Exhibit "A"

City of Santa Fe New Mexico
Memorandum

Date: August 6, 2020

To: Governing Body

Via: John Romero, Acting Public Works Department Director

From: Ladd Lucero, Traffic Technician

RE: Truck Ban – Sabino Street

ITEM AND ISSUE:
This Bill would ban heavy trucks (those with gross vehicle weight of five tons or greater) from a two-block portion of Sabino Street.

BACKGROUND AND SUMMARY:
Residents of the neighborhood surrounding Sabino Street have requested that the City ban heavy trucks from using the two-block portion of Sabino Street that runs East/West between St. Francis Drive and DeVargas Mall. The City currently has 55 streets or portions of streets that do not permit heavy truck use.

ACTION REQUESTED:
Approve the Bill as presented.

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2020-26

INTRODUCED BY:

Councilor Renee Villarreal

Councilor Signe I. Lindell

AN ORDINANCE

AMENDING SECTION 24-2.6 SFCC 1987 TO RESTRICT CERTAIN VEHICLES FROM TRAVELING ON A PORTION OF SABINO STREET RUNNING EAST/WEST BETWEEN ST. FRANCIS DRIVE AND DEVARGAS MALL.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Section 24-2.6 of SFCC 1987 (being Ord. No. 2006-14, § 26, as amended) is amended to read:

24-2.6 Restricted traffic.

A. Trucks, truck trailers and other large vehicles with a gross vehicle weight of five (5) tons or more are prohibited from traveling on the following streets except as set forth in paragraphs B. and C. below:

(1) Agua Fria Street, between Siler Road and Guadalupe Street except those vehicles making pickups or deliveries to addresses on adjacent dead end streets;

(2) Alamo Drive;

(3) Apache Street;

underscored material = new [bracketed material] = delete

(4) Armenta Street;

(5) Arroyo Chamiso, Botulph and beginning at the eastern boundary of Zia Road;

(6) Calle Angelina;

(7) Calle Atajo;

(8) Calle La Resolana;

(9) Calle Sotero;

(10) Camino Carlos Rael between West Alameda Street and the city limits;

(11) Camino Carlos Rey between Cerrillos Road and Zia Road;

(12) Camino Consuelo;

(13) Camino de las Crucitas;

(14) Camino Encantado;

(15) Camino Lejo between Old Pecos Trail and Old Santa Fe Trail;

(16) Canyon Road;

(17) Catron Street;

(18) Circle Drive between Bishops Lodge Road and Camino Encantado;

(19) DeFouri Street;

(20) East De Vargas Street between Paseo de Peralta and Canyon Road;

(21) Escalante Street;

(22) Espinacitas Street between St. Michael's Drive and Jay Street;

(23) Fifth Street between St. Michael's Drive and Cerrillos Road;

(24) Fourth Street between Jay Street and Quapaw Street;

(25) Galisteo Street between Paseo de Peralta and St. Michael's Drive;

(26) Gonzales Road, between East Alameda and Hyde Park Road;

(27) Gonzales Road, north of Hyde Park Road;

(28) Governor Miles - those portions located within the city limits as follows:

(a) From just west of Chamisa Path Road to east of Dancing Ground Street; and

(b) From west of Nizhoni Drive to the terminus of Governor Miles Road located east of Camino Carlos Rey.

(29) Hillside Avenue;

(30) Hopewell Street between Second Street and Sixth Street;

(31) Jaguar Drive between NM 599 (Veterans Memorial Highway and Cerrillos Road);

(32) Jay Street;

(33) Jefferson Street;

(34) La Cieneguita;

(35) Lujan Street;

(36) Maez Road;

(37) Mann Street from Sixth Street to its terminus;

(38) Morelia Street between Cordova Road and Alta Vista Street;

(39) Navajo Street south of Taos Street;

(40) North El Rancho Road between West Alameda Street and Paseo De Vista;

(41) Osage Avenue;

(42) Placita de Oro;

(43) Quapaw Street;

(44) Richards Avenue between James Street and Siringo Road;

(45) Rio Vista Street;

(46) the section of Sabino Street running west to east between St. Francis Drive and DeVargas Mall;

([~~46~~]47) San Mateo Road from St. Francis Drive to Old Pecos Trail;

([~~47~~]48) Solana Drive;

([~~48~~]49) South Meadows to Camino Cesar E. Chavez (formerly Airport Road);

([~~49~~]50) Staab Street;

([~~50~~]51) Third Street between Hopewell Street and Jay Street;

([~~51~~]52) Valley Drive between Bishop's Lodge Road and Vallecita Drive;

([~~52~~]53) Via Antigua;

([~~53~~]54) Vitalia Street;

([~~54~~]55) West Alameda Street west of the landfill road to the city limits except those vehicles making pickups or deliveries to addresses on adjacent dead end streets; and

([~~55~~]56) Zia Road.

B. Trucks, truck trailers and other large vehicles with a gross vehicle weight of five (5) tons are not prohibited provided the following are met:

(1) The vehicle is making pick-up and deliveries or providing services to addresses on the specific streets or to addresses on adjacent streets served only by that specific street(s); or

(2) The vehicle is traveling to or from such addresses for the purposes of locating permanently or temporarily at such addresses provided they are in compliance with any other applicable city code.

C. Authorized emergency vehicles; any government or utility maintenance, service and transportation vehicles; and school buses, with a gross vehicle weight of five (5) tons or more, are permitted to travel on the streets specified above.

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Bills/Truck Ban - Sabino Street

FIR No. 3270

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): **Truck Ban – Sabino Street**

Sponsor(s): Councilors Villarreal and Lindell

Revie wing Department(s): Public Works

Staff Completing FIR: John Romero Date: 7/29/20 Phone: 955-6638

Revie wed by City Attorney: _____ Date: Aug 13, 2020

Revie wed by Finance Director: _____ Date: Aug 13, 2020

Summary:
The Bill would restrict heavy traffic, vehicles with a gross vehicle weight in excess of five tons, from using the two blocks of Sabino Street that run through a residential neighborhood running west to east between St. Francis Drive and the DeVargas Mall.

Departments Affected:
Public Works Department

Consequences of Not Enacting Legislation:
Large vehicles would continue to use this portion of Sabino Street to access delivery destination at DeVargas Mall and the surrounding commercial areas. Residents of the neighborhood feel that the truck traffic is unsafe for the neighborhood and the children that live in the area.

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

Performance and Administrative Implications:
The Public Works Department will have to install signs that restrict large vehicle use on Sabino Street.

Fiscal Implications:
There will be a minor cost for the signs and installation.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 20/21	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and	$ 100	$	$	N	NR		
Benefits*							
Capital Outlay	$ 100	$	$	N	NR		
Contractual/	$	$	$				
Professional Services							
Operating	$	$	$				$
Total:	$ 200	$	$				$ 200

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

Expenditure Narrative:

Total cost will be $200 to purchase and install the signs.

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 UTILITES COMMITTEE MEETING OF 08/24/2020

ISSUE NO. 8F

Consideration of Bill No. 2020-__: An Ordinance Amending Section 24-2.6 SFCC 1987 to Restrict Certain Vehicles From Traveling on a Portion of Sabino Street Running East/West Between St. Francis Drive and DeVargas Mall. (Councilors Villarreal and Lindell) (John Romero, Acting Public Works Department Director, jjromero1@santafenm.gov, 955-6638)

COMMITTEE REVIEW

Public Works and Utilities Committee: 09/07/20
Quality of Life Committee: 09/02/20
Governing Body (Request to Publish): 09/09/20
Governing Body (Public Hearing): 09/30/2020

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 09/07/2020 Public Works and Utilities Committee.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 09/02/2020
FOR CITY COUNCIL MEETING OF 10/14/2020

ISSUE:
Consideration of Bill No. 2020-__: An Ordinance Amending Section 24-2.6 SFCC 1987 to Restrict Certain Vehicles From Traveling on a Portion of Sabino Street Running East/West Between St. Francis Drive and DeVargas Mall. (Councilors Villarreal and Lindell) (John Romero, Acting Public Works Department Director, jjromero1@santafenm.gov, 955-6638)

COMMITTEE REVIEW
Public Works and Utilities Committee: 9/7/20
Quality of Life Committee: 9/2/20
Governing Body (Request to Publish): 9/9/20
Governing Body (Public Hearing): 10/14/2020

QUALITY OF LIFE COMMITTEE ACTION: approved on consent

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Public Works and Utilities; Governing Body

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
Memorandum

Date: September 2, 2020

To: Quality of Life Committee, Public Utilities/Public Works Committee, and Governing Body

From: Randy Randall, TOURISM Santa Fe Director RR
RR
John Romero, Acting Public Works Director JR
JR

Subject: Revision to Temporary Sale of Alcohol on City Property

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ITEM AND ISSUE

As a result of the COVID 19 pandemic and the New Mexico Health orders, the City of Santa Fe approved the sale of alcohol on City property to facilitate the expansion of outdoor dining and providing restaurants the opportunity to expand their revenues and occupancy while the health order limits their available dining. This approval expires on October 31, 2020, at the same time the emergency expansion granted by the State Alcohol Beverage Control (ABC) currently expires.

BACKGROUND AND SUMMARY

The opportunity to expand dining and alcohol service on City-owned properties has assisted at least 10 restaurants in expanding their outdoor dining capacity. The outdoor dining has also proven to be very popular with residents and visitors as they enjoy the wonderful weather Santa Fe is blessed to have and feel safer dining in today's unique environment. As we move into the late fall and winter months, there are still many days when continuation of outdoor dining will be desired.

Because of the popularity of outdoor dining that has been experienced by this action of the Governing Body, there is a desire on the part of the current restaurant users and other restaurants that have not expanded their outdoor space using city owned property to continue outdoor dining next season, even if the current health restrictions are further revised or eliminated.

We have contacted the ABC Director and determined there is a willingness to consider an extension of the expansion for alcohol service granted by that organization, depending on any change to the health order in September. The length of the extension has not yet been determined.

The amendment to the previous ordinance will extend the use of City-owned property for restaurant expansion including the service of alcohol for an additional year or until the temporary expansion of alcohol service is terminated by ABC, whichever occurs first.

ACTION REQUESTED

Staff requests adoption of the bill as presented.

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2020-__

Mayor Alan Webber

Councilor Signe I. Lindell

AN ORDINANCE

AMENDING SECTION 23-6.2 SFCC 1987 TO EXTEND THE TIME PERIOD FOR WHICH ESTABLISHMENTS THAT HAVE OBTAINED AN OBSTRUCTION PERMIT FROM THE CITY AND A TEMPORARY CHANGE/EXPANSION OF LIQUOR LICENSE PREMISES FROM THE NEW MEXICO ALCOHOLIC BEVERAGE CONTROL DIVISION MAY SERVE ALCOHOL ON CITY SIDEWALKS, STREETS, RIGHTS-OF-WAY, OR OTHER PROPERTY THAT HAS BEEN SPECIFICALLY AUTHORIZED FOR TEMPORARY USE DUE TO THE COVID-19 PUBLIC HEALTH EMERGENCY AND ITS EFFECTS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Section 23-6.2 of SFCC 1987 (being Ord. No. 2012-20, as amended) is amended to read:

23-6.2 Permitted locations for the sale and consumption of alcohol on city property.

A. The sale or consumption of alcoholic beverages is permitted at the following locations on city property:

(1) The Santa Fe community convention center and adjacent outdoor spaces under the center's control;

(2) That area of the Santa Fe regional airport main terminal building and adjacent areas operated as a restaurant;

(3) The Marty Sanchez links de Santa Fe (golf course);

(4) Buildings owned by another party located on land owned by the city;

(5) On land or buildings owned by the city, located within the Santa Fe Railyard, as described in the Railyard Master Plan, for which the city has entered into a lease with another party for six (6) months or more except for the Railyard park, Plaza and Alameda (as defined in the Deed of Conservation Easement dated October 1, 2004) where alcohol is prohibited, unless specifically permitted under subsection 23-6.2 SFCC 1987;

(6) On land or buildings owned by the city for which the city has entered into a lease with another party for six (6) months or more;

(7) In or on railroad cars located on railroad tracks except as prohibited by state or federal law; and

(8) During professional baseball games, the area of Fort Marcy ballpark designated for concessions and seating.

B. The only alcohol sales and consumption permitted at Fort Marcy ballpark are beer and wine.

C. The governing body may approve by resolution the sale and consumption of alcohol at all other locations on city property, except within the Plaza as defined by subsection 23-5.1(S). The resolution specifying the event, date, hours, location, number of expected attendees, type of alcohol to be served, required permits, and insurance shall be adopted at least thirty (30) days in advance of the event. The resolution shall be limited to

authorization for a single event, unless otherwise stated in the resolution.

D. All other applicable approvals required by state or city laws and regulations shall be obtained prior to the sale or consumption of alcoholic beverages on the property described in this subsection 23-6.2.

E. As a response to the May 27, 2020, public health order issued by the New Mexico department of health allowing limited outdoor dining service for qualified restaurants, and to enhance physical distancing restrictions due to the COVID-19 pandemic, sale and consumption of alcohol on any city sidewalk, street, right-of-way, or other specified property that has been designated and approved for temporary use by a current liquor licensee may [~~serve alcohol~~] occur pursuant to the following limitations:

1. A licensed establishment shall obtain and maintain a general liability policy in the amount of one million dollars ($1,000,000.00) and a liquor liability policy in the amount of two million dollars ($2,000,000.00) and must name the city, officers, employees, and agents as additional insureds.

2. The licensed establishment must apply for and receive an obstruction permit from the city that includes the requirement to indemnify the city.

3. The licensed establishment must also obtain a temporary change/expansion of liquor license premises issued by the alcoholic beverage control division of the New Mexico regulation and licensing department. Proof of the approved temporary change/expansion of liquor license premises must be produced upon request of police, fire, or other authorized city official.

4. The sale and consumption of alcoholic beverages on any city property allowed under this subsection shall be subject to the regulations concerning alcoholic beverages contained in SFCC Section 4-2, 1987.

5. Unless extended by ordinance or resolution, any license or permit issued

pursuant to this subsection shall expire on October 31, [~~2020~~] 2021.

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Bills/Sale of Alcohol on City Property Extension

FIR No. 3278

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): Sale of Alcohol on City Property Extension

Sponsor(s): Mayor Webber

Reviewing Department(s): City Attorney's Office, City Clerk's Office, Economic Development Department, Public Works Department, Land Use Department

Staff Completing FIR: Randy Randall/John Romero Date: 6/11/20 Phone: 955-6209/955-6638

Reviewed by City Attorney: _____ Date: Sep 2, 2020

Reviewed by Finance Director: _____ Date: Sep 3, 2020

Summary:
Eligible establishments that are currently taking advantage of the opportunity to expand seating to outdoor areas on City sidewalks, rights-of-way, and in some cases streets, or wish to do so in the future, will be permitted to do so through October 31, 2021. The program has proven popular with area restaurants and given the unknown effects of COVID-19, an extension of the program will allow restaurants to know the ability to provide expanded outdoor dining is available for a longer period of time. The space allowed by the New Mexico Alcoholic Beverage Control Division for a temporary floor plan modification is 25% of the current licensed floor plan.

Departments Affected:
City Clerk's Office, Economic Development Department, Public Works Department, Land Use Department, and TOURISM Santa Fe

Consequences of Not Enacting Legislation:
Eligible establishments will not be able to continue their outdoor service area onto City property to accommodate social distancing and other COVID safe practices required by the State and the City after October 31, 2020.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This legislation relates to the New Mexico Alcohol Beverage Control Division's temporary authorization for liquor licenses to expand their outdoor service area to a maximum of 25% of their current licensed floor plan. If the Alcohol Beverage Control Division does not extend the time period for the temporary floor plan modification for the same time frame as the City, restaurants will not be permitted to continue the expanded outdoor dining space beyond the Division's own time period.

Performance and Administrative Implications:
Obstruction permits will be issued by Public Works Department to allow for the use of City property. Approval from the City for the expanded alcohol service will be issued by the City Clerk in consultation with the Public Works Department and the Land Use Department.

Fiscal Implications:
The obstruction permits issued by the City are available to eligible liquor licenses for $100. The City has permitted 12 establishments under the current program It is unclear at this time how many additional establishments will apply for the temporary permits based on an extended timeline.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

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

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

Expenditure Narrative:

Revenue

Revenue Type	FYE 21	FYE 22	FYE 23	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$ 1000	$	$	NR	100
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$ 1000	$	$		

Revenue Narrative:

An estimated 10 additional temporary permits may be issued at a cost of $100 per permits equaling a total estimated revenue of $1000.

Signature: Randy Randall

Email: rrandall@santafenm.gov

Signature: John Romero
John Romero (Sep 3, 2020 13:39 MDT)

Email: jjromero1@santafenm.gov

Sale of Alcohol on City Property Extension

Final Audit Report 2020-09-03

Created:	2020-09-02
By:	Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgFYagKIA0aIHXYlVfojf5UD5ZNPxgq6M

"Sale of Alcohol on City Property Extension" History

Document created by Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
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2020-09-03 - 7:40:45 PM GMT

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 09/08/2020

ISSUE NO. 9D

Consideration of Bill No. 2020-__: An Ordinance Amending Section 23-6.2 SFCC 1987 to Extend the Time Period for Which Establishments That Have Obtained an Obstruction Permit From the City and a Temporary Change/Expansion of Liquor License Premises From the New Mexico Alcoholic Beverage Control Division May Serve Alcohol on City Sidewalks, Streets, Rights-of-Way, or Other Property That Has Been Specifically Authorized for Temporary Use Due to the COVID-c19 Public Health Emergency and its Effects. (Mayor Webber and Councilor Lindell) (Randy Randall, TOURISM Santa Fe Director, rrandall@santafenm.gov, 955-6209; John Romero, Acting Public Works Director, jjromero1@santafenm.gov, 955-6638)

COMMITTEE REVIEW:
Public Works and Utilities Committee: 9/8/20
Governing Body (request to publish): 9/9/20
Quality of Life Committee: 9/16/20
Governing Body (public hearing): 10/14/20

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Vigil Coppler. Approved to forward to 09/09/2020 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		