City of Santa Fe

AGENDA

REGULAR MEETING OF THE GOVERNING BODY
NOVEMBER 10, 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 five (5) people, the Governing Body meeting will be conducted virtually.

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

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

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

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

Written Comments: The public may submit written comments on any of the items to be considered on the Consent Agenda, Discussion Agenda, Public Hearings or Petitions From the Floor through 1:00 p.m. the day of the meeting, via the virtual comment "button" at santafe.primegov.com/portal/search.

Public Comment (Live): 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/99756437932?pwd=bGV3Z2pudENCQmVpMkR1dEN0ZEY4dz09.
Passcode: 844411

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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: 997 5643 7932 - Passcode: 844411
Phone attendees should press *9 to use the “Raise Hand” function to be recognized by the Mayor to speak at the appropriate time.

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) Special Governing Body Meeting – October 22, 2020
   b) Regular Governing Body – October 28, 2020
9. **PRESENTATIONS**

10. **CONSENT CALENDAR**

a. Approval of Maintenance Agreement for Roadway Lighting at NM599- US 84/285 Interchange with the New Mexico Department of Transportation (NMDOT). (Regina Wheeler, Public Works Division Director, rawheeler@santafenm.gov, 955-6622)

b. Request Approval of Capital Reallocation of 2018 GRT Bond for Parks Equipment & Machinery and Circle Drive Paving. (Melissa McDonald, Acting Parks Division Director, mamcdonald@santafenm.gov, 955-6840 and Mark Brooks, Streets & Drainage Project Administrator, mebrooks@santafenm.gov, 955-2404)

c. Request for Approval of a Memorandum of Agreement with Santa Fe County for Coordinating Health and Human Service Provider Navigation Services Through the CONNECT Network. (Kyra Ochoa, Community Services Department Director, krochoa@santafenm.gov, 955-6603)

d. Request for Approval of a Sole Source Vendor for a 4 Year Term in the Total Amount of $224,424.96 for Oliver Food Products Food Trays and Seal Lidding; Oliver Food Products. (Gino Rinaldi, Senior Services Division Director, earinaldi@santafenm.gov, 955-4710)

e. Request for Approval of Amendment No.1 to Professional Services Agreement (PSA) with Carollo Engineers Inc. for a Term Extension of Two (2) Years. (John Del Mar, Public Utilities Engineer, jpdelmar@santafenm.gov, 955-4231)

f. CONSIDERATION OF RESOLUTION NO. 2020-____. (Finance Committee) A Resolution Relating to a Request for Approval of First Quarter Budget Amendments for Fiscal Year 2020/2021. (Andy Hopkins, Principal Budget Analyst, ajhopkins@santafenm.gov, 955-6177)

g. Request for Approval of License Agreement in Exchange for Obligations of Licensee for an Indefinite Term Between the City of Santa Fe and New Mexico Department of Cultural Affairs. (Sam Burnett, Public Works Project Administrator, jsburnett@santafenm.gov, 955-9533 and Andrea Salazar, Assistant City Attorney, asalazar@santafenm.gov, 995-6303)

h. CONSIDERATION OF RESOLUTION NO. 2020-____. (Councilor Romero-Wirth and Councilor Cassutt-Sanchez)
A Resolution Urging the Legislature of the State of New Mexico to Repeal the Statutory Provisions Preempting Stricter County and Municipal Regulation of the Sale of Cigarettes, Tobacco Products, and Electronic Smoking Devices. (Rich Brown, Economic Development Director, rdbrown@santafenm.gov, 955-6625)

i. Request for Approval of the Governing Body's Findings of Fact and Conclusions of Law in the Request by Celia and Alvino Castillo, Owners, in Case #2020-2267 to Amend the Conditions Attached to Rezoning Ordinance No. 1998-4 for Properties Located at 719, 721, 723, 723½ Don Diego. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

j. Request for Approval of the Finding of Facts and Conclusions of Law in the Following Requests by Aguafina Development, LLC, Owner, for Properties Located at 4262 Agua Fria Street and 4701 & 4702 Rufina Street: (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)
(a) Request in Case #2020-2273 to Amend Conditions of Approval that the Governing Body Imposed in the Findings of Fact and Conclusions of Law for Case #2012-104, which Approved Rezoning Ordinance 2013-12, by Adopting New Findings of Fact and Conclusions of Law;
(b) Request in Case #2020-2274 to Rezone the Property at 4701 Rufina Street from R-3 (Residential- One Dwelling Unit Per Acre) to R-5 (Residential-Five Dwelling Units Per Acre); and
(c) Request in Case # 2020-2287 to Rezone the Property at 4702 Rufina Street from R-3 (Residential-One Dwelling Unit Per Acre) to R-6 (Residential-Six Dwelling Units Per Acre).

k. Request to Publish Notice of Public Hearing on December 9, 2020:
BILL NO. 2020-34. An Ordinance Amending Section 2-4.6 SFCC1987 to Allow the City Manager to Enter Agreements Accepting Funds that Are Offered to the City Without Time to Place the Agreements on the Next Scheduled Governing Body Meeting, with Ratification by the Governing Body at the Next Scheduled Meeting for which the Deadline to Include the Matter on an Agenda Has Not Yet Passed; and Amending Section 11-4 to Allow the City Manager to Approve Grant Applications, Grant Awards, Grant Match Requirements, and Grant Agreements in Any Amount if the Deadline to Approve Such Documents Occurs Before the Deadline to Include the Application or Award on the Agenda for the Governing Body's Next Regularly Scheduled Meeting, with Ratification

by the Governing Body at the Next Scheduled Meeting for Which an Agenda Has Not Yet Been Posted. (Councilor Rivera and Councilor Cassutt-Sanchez) (Marcos Martinez, Senior Assistant City Attorney, mdmartinez@santafenm.gov, 955-6502)

l. Request for Approval of Liquor Hearing Officer's Recommendation to Approve the Request from Arias Espinoza, LLC for a Restaurant Liquor License (Beer and Wine), with On-Premise Consumption Only, to be Located at Cafe Grazie, 3530 Zafarano Drive, Suite C3. (Yolanda Y. Vigil, City Clerk, yyvigil@santafenm.gov, 955-6521)

m. Request for Approval of 2021 Employee Calendar. (Bernadette Salazar, HR Director, bjsalazar@santafenm.gov, 955-6591)

n. Request for Approval of City of Santa Fe Schedule for 2020 Governing Body and Council Committee Meetings. (Yolanda Y. Vigil, City Clerk, yyvigil@santafenm.gov, 955-6521)

11. **DISCUSSION/ACTION ITEMS**

a. Request for Approval of Amendment #1 to Professional Service Agreement for On Call Design Services to Increase Compensation in an Amount Not to Exceed $500,000, Exclusive of NMGRT; Wilson & Company. (Regina Wheeler, Public Works Department Director, rawheeler@santafenm.gov, 955-6622)

b. Request to Publish Notice of Public Hearing on December 9, 2020:
BILL NO. 2020-33. An Ordinance Regarding Impact Fees, Amending Subsection 14-8.14(E) SFCC 1987 to Adopt a New Impact Fee Schedule and to Clarify Appropriate Land Use Categories as they Relate to Impact Fee Collection; and Establish an Effective Date. (Mayor Webber) (Carlos Gemora, Planner Senior, cegemora@santafenm.gov, 955-6670)

c. Discussion and Action on a Request from the City of Santa Fe to Cooperating Federal Agencies for the Bureau of Reclamation to be the Lead Agency for National Environmental Policy Act (NEPA) Coverage on the San Juan Chama Return Flow Pipeline Project. (Jesse Roach, Water Division Director, jdroach@santafenm.gov, 955-4309 and Marcos Martinez, Sr. Asst. City Attorney, mdmartinez@santafenm.gov, 955-6502)

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)(8), Discussion of the Acquisition and/or Disposition of Property, Specifically, Property Located at 730 Alto Street and the Midtown Property, Formerly the College of Santa Fe and Santa Fe University of Art and Design. (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**

a. Santa Fe Women's Commission

19. **PUBLIC HEARINGS**

a. Public Hearing on the 2019 – 2020 CAPER to be Submitted to HUD. (Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov, 955-6346)

b. 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 July 8, 2020, July 29, 2020, August 12, 2020 and October 14, 2020) **(WITHDRAWN)**

c. 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 July 8, 2020, July 29, 2020, August 12, 2020 and October 14, 2020) **(WITHDRAWN)**

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
October 22, 2020

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7. Public Hearings		
a. Don Diego/Castillo Zoning	Approved	2-4
b. 4262 Agua Fria/4701&4702 Rufina		
1. Amendment to Conditions	Approved	4-18
2. 4701 Rufina Rezoning	Approved	4-18
3. 4702 Rufina Rezoning	Approved	4-18
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a. Allied Universal Security Amend 10	Postponed	18
9. Communications from Gov. Body	Communicated	18-19
10. Adjournment	Adjourned at 8:07 pm	19

Minutes of the
Special Meeting of the Governing Body
Wednesday, October 22, 2020
Virtual Meeting

AFTERNOON SESSION

1. CALL TO ORDER

A special meeting of the Governing Body of the City of Santa Fe, New Mexico, was called to order by Mayor Alan Webber, on Thursday, October 22, 2020, at approximately 6:03 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 Lindell

3. SALUTE TO THE NEW MEXICO FLAG

The Salute to the New Mexico Flag was led by Councilor Garcia

4. INVOCATION

The Invocation was led by Councilor Romero-Wirth.

Councilor Rivera remembered Peter Duran, former Fire Chief and David Gomez who was a medic with the Fire Department who recently died.

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 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
Sally Paez, Assistant City Attorney
Yolanda Y. Vigil, City Clerk
Carlos Gemora, Planner Senior
Lee Logston, Case Manager
Noah Berke, Planning Manager
Eli Isaacson, Land Use Department Director
Regina Wheeler, Public Works Director
Carl Boaz, Council Stenographer

6. APPROVAL OF AGENDA

Ms. Vigil said Item 8a is to be removed from the agenda and placed on the October 28 agenda.

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Lindell, to approve the agenda as amended with Item 8a removed.

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

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

Against: None.

7. PUBLIC HEARINGS

a. CONSIDERATION OF BILL NO. 2020-29. ADOPTION OF ORDINANCE NO. 2020-30.

Case #2020-2267. 719, 721, 723, 723½ Don Diego; Castillo Compound Zoning Ordinance Amendment. Celia and Alvino Castillo, Owners, Request an Amendment to Ordinance 1998-4 to Allow Building Additions, to Allow Two Additional Commercial Uses, and to Clarify and Align Various Other Conditions of Approval with a Development Plan Approved in 1999 and a Proposed Development Plan Amendment (2020-2268). The Properties are Approximately 0.40 Acres and are Zoned C-1PUD (Office and Related Commercial; Ordinance #1998-4). (Carlos Gemora, Planner Senior, cegemora@santafenm.gov, 955-6670).

Ms. Vigil read the caption for this hearing.

Councilor Vigil Coppler recused herself from this case to avoid any appearance of impropriety.

Mayor Webber asked for any other disclosures or recusal. There were no other disclosures or recusals.

Staff Presentation

Mr. Gemora shared his screen. He noted the Castillo Compound case is for rezoning. He showed the location on a map near Cerrillos Road and pointed out uses of the surrounding property. It is adjacent to a Historic District.

In 1984, the property's zoning changed from R 21 to C-1 PUD and was renewed in 1998 with fifteen conditions on the ordinance. He shared the kind of conditions imposed. In 1991, a development plan was agreed to which, for the most part, disregarded the zoning conditions and created a different plan that did not comply with all zoning conditions.

In 2020, the Planning Commission considered an expansion of the development plan as revised and recommended the simplified zoning ordinance amendment.

The two main questions for the Governing Body were: 1) What should be reviewed by the Governing Body for rezoning, versus what was recommended by the Planning Commission as the development plan? And 2) What kind of conditions are consistent with the surrounding neighborhood?

He listed the requirements for Governing Body to review (reasons). When it went to the Planning Commission, Staff agreed that the Planning

Commission could address most of those. C-1 PUD allows one-story, low walls, and proposed C-1PUD allows 2 stories, 6' walls and 3 commercial uses.

He showed the list of previous conditions and in red what Staff recommended deleting. The main conditions are limiting commercial uses to galleries, drive up restaurants and offices, and to specific architectural styles. There are no specific criteria on rezoning in Chapter 14 but can decide whether the proposal harms or serves the overall public interest. Mr. Gemora recommended approval as presented.

Applicant Presentation

Ms. Celia Castillo and her husband, Al Castillo, were sworn. Ms. Castillo noted their architect, Suby Bowden, was also present. She thanked Councilors for their tireless efforts and for hearing this in special meeting. She introduced their daughter, son-in-law and their family who want to move to Santa Fe. She thanked Mr. Gemora, who did a good job in his Staff review. She used slides to show their plans. She then asked the Governing Body to approve their plan.

Public Testimony

There were no speakers from the public regarding this case.

Questions and Discussion of the Governing Body

There were no questions, and the public portion was closed.

MOTION: Councilor Garcia moved, seconded by Councilor Lindell, to approve the request to amend Ordinance 1998-4 to modify conditions of approval of the zoning ordinance and to adopt the Findings of the Planning Commission as outlined in Section Four of the Staff Report.

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

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

Against: None.

Mr. Castillo said the Staff deserves a big thank you for making it so clear and helpful, and he gave thanks to Governing Body and Planning Commission.

b. **4262 AGUA FRIA STREET, and 4701 and 4702 RUFINA STREET** (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136).

1. **Case #2020-2273. 4262 Agua Fria Street and 4701 & 4702 Rufina Street; Amendment to Conditions of Approval Adopted in Case 2012-104**.
Liaison Planning Services, Inc., Agent for Aguafina Development, LLC, Owner, Requests to Amend Conditions of Approval the Governing Body Imposed in the Findings of Fact and Conclusions of Law for Case #2012-104, which Approved Rezoning Ordinance 2013-12, by Adopting New Findings of Fact and Conclusions of Law. The New Findings of Fact and Conclusions of Law Would Remove the Condition that 4262 Agua Fria Must be Developed Consistent with R-3 Zoning, Notwithstanding that it is Zoned R-5; and the Condition that the Owner Must Propose Three Base-Course Lot Access Driveways, Serving Eight Lots Each. The Properties are Zoned R-5 (Residential - Five Dwelling Units Per Acre) and R-3 (Residential - Three Dwelling Units Per Acre) and Total Approximately 11.47 Acres.

2. **CONSIDERATION OF BILL NO. 2020-30. ADOPTION OF ORDINANCE 2020-31.**
CASE #2020-2274. 4701 RUFINA STREET REZONING.
An Ordinance Amending the Official Zoning Map of the City of Santa Fe and Changing the Classification from R-3 (Residential - Three Dwelling Units Per Acre) to R-5 (Residential - Five Dwelling Units Per Acre) with Respect to a Certain Parcel of Land Comprising Approximately 3.44 Acres Located at 4701 Rufina Street.

3. **CONSIDERATION OF BILL NO. 2020-31. ADOPTION OF ORDINANCE 2020-32.**
CASE #2020-2287 4702 RUFINA STREET REZONING. · An Ordinance Amending the Official Zoning Map of the City of Santa Fe and Changing the Classification from R-3 (Residential - three dwelling units per acre) to R-6 (Residential - Six Dwelling Units Per Acre) with Respect to a Certain Parcel of Land Comprising Approximately 2.42 Acres Located at 4702 Rufina Street.

Ms. Vigil read all three captions.

Councilor Rivera asked for clarification since Ms. Vigil said three motions, but Mr. Logston said six motions were required.

Mr. Logston clarified that one motion is needed to approve each of three cases for rezoning and the other three for adopting the findings because it is three different parcels.

Ms. Paez added that we have presented findings for first case but for other two, findings are at another meeting.

Mayor Webber reasoned that it needs four motions.

Mr. Logston agreed. It is a complicated case and to determine a proper mechanism. That was an error we overlooked.

Mayor Webber explained the process again for those listening to the meeting.

There were no disclosures or recusals for this case.

Staff Report:

Mr. Logston thanked the Governing Body for hearing this. He said the Aguafina Development is a three-part case and requires three separate approvals. He showed a subdivision to the south called Casas de Todos. A map showed the zoning for the three tracts.

He reviewed the background of the tracts and noted there were a series of hearings that were related to the subdivision which was approved but never filed and expired. During the year, the applicant has worked with the neighbors who decided they would accept increase in density with condition of compete roads and stick-built homes with sidewalks.

The conditions were called Applicant Undertakings in the cases

He gave the four points in the proposed amendment and the new Findings of Fact and Conclusions of Law for the case to supersede the old ones.

4702 Rufina is going from R-3 to R-6 to match the density of Casas de Todos and a density to support sidewalks. He recommended approval of the zoning ordinance amendment 2273and approve rezoning for Cases 2020-2274 and 2020-2298.

Applicant Ms. Dolores Vigil, Liaison Planning, PO Box 1835, was sworn and shared her screen. She said this request is to allow the developer to develop the property with roads, sidewalks, and trails consistent with surrounding areas. The top of the map showed tract 1 currently at R-5 but the owners were restricted from using it as an R-3 zone and the reason for the request. The second tract is to the south and currently zoned R-3 and requesting R-5. The third is to be R-6 as Casas de Todos and connect Rufina to Las Acequias to the east.

She noted Karl Sommer, Oralynn Guerrerortiz as engineer, Maury Walker for traffic analysis and Mr. Rodriguez, managing partner were available to answer questions. She felt Mr. Logston did an excellent job on the case and she requested the Governing Body approve the subdivision so affordable housing can be provided.

Public Testimony

There were no speakers from the public.

Questions and Discussion of Governing Body

Councilor Rivera said this is in District 3. He asked why they were not building from the previous approval of the Governing Body in 2012 and 2013.

Ms. Dolores Vigil said the person who applied then died and the partners had no means to move forward. Mr. Rodriguez was contacted by the remaining partners to go forward.

Councilor Rivera added that they decided as a group to ask for a higher density.

Ms. Dolores Vigil agreed.

Councilor Rivera recalled in 2013, the neighbors, specifically the Las Acequias Neighborhood Association, were against this development because they wanted lower densities.

Ms. Dolores Vigil said they met with the neighbors and had several ENNs. They wanted only stick-built homes, roads and sidewalks and connectivity. But that would require the higher density.

Councilor Rivera said at other meetings, we heard that once rezoned, we couldn't restrict the developer to stick-built homes.

Ms. Paez agreed. We cannot require that as a City condition but if the applicant chooses to do it, it is okay.

Councilor Rivera reasoned that they have convinced the neighbors they would stick build, but we cannot enforce that.

Ms. Paez said yes – not as a required condition of approval. In Findings of Fact and Conclusions of Law, the applicant can do that, and they have committed to it and can affirm that as part of the record. It is not our mandate but can reflect that desire to do it and include it in Findings of Fact and Conclusions of Law.

Councilor Rivera asked if she could speak about the Power Line Road at end of the road, which was a big issue in 2013.

Ms. Paez deferred to Ms. Dolores Vigil on it who said that at that time, they had John Romero's analysis of traffic.

Ms. Dolores Vigil said we met several times with Mr. Romero on how to deal with Powerline Road and with the neighbors to not allow general access – only emergency access. We do have an easement for Mr. Tapia to access his property and to use the proposed roads going to that lot. Powerline Road would only be used by Tapias or for emergency purposes.

Councilor Rivera said the City has no way to hold the applicant to that.

Ms. Paez said it is a good question. The Powerline Road condition is linked with another condition in the Findings of Fact and Conclusions of Law. Powerline Road won't be used according to the Applicant.
Both are in a single application condition and getting rid of private access but not on Powerline Road. The Planning Commission stressed the Powerline Road condition, and the Applicant agreed.

Councilor Rivera asked if there was anyone to talk about traffic.

Director Isaacson explained that in this case, John Romero's memo is in the packet.

Councilor Rivera was not comfortable with the applicant saying only stick-built home since there is no way for us to enforce it. But was okay with continuing that discussion.

Councilor Romero-Wirth asked about Casas de Toro and at what stage of approval it is now.

Mr. Logston said the preliminary subdivision is being reviewed but the issue with the roads just came up. So it has an uncertain hearing date at this point.

Councilor Romero-Wirth noted Ms. Vigil said the density would match something that is not there yet. It seems odd.

Mr. Logston was not sure how to answer that. Ms. Vigil is the agent for both owners and is shepherding both through our process. Casas de Todos is already zoned R-6. It just seemed logical since the road will connect it through to match that density. Overall, the density makes this possible to build roads and sidewalks.

Councilor Romero-Wirth understood. It is interesting and saw in memos that the requested density was necessary.

Councilor Cassutt-Sanchez noted there was a question in the packet about the Rufina intersection.

Director Isaacson responded that Staff discussed it recently with the Jackson subdivision proposal. That development dedicated a portion of property to the ROW. There was some discussion whether the traffic would warrant a signal intersection there.

Councilor Cassutt-Sanchez pointed out that part of that is City funding to improve the roads. She saw no one from Public Works but saw Mr. Berke's hand.

Mr. Berke said that intersection is a project on the ICIP list and includes some improvements of the intersection and would next require Public Works review for added funding.

Councilor Cassutt-Sanchez wanted to keep the Public Works project on our radar. It is taking more traffic there. The roads can handle that, but we need to keep it on the radar.

Councilor Villarreal wanted to verify things with Mr. Logston. In the final decision would they be required to do AH as part of Homes Program?

Mr. Logston said they did submit a Santa Fe Homes proposal that Director Ladd reviewed.

Ms. Dolores Vigil said they have met with her throughout and she is aware we will fulfill the AH requirement. At about 11 lots for AH.

Councilor Villarreal surmised there are lots agreed to.

Ms. Dolores Vigil agreed, with the rezoning.

Councilor Villarreal wanted to know about impact fees. A block wall was considered too expensive. What is the outcome?

Mr. Logston replied that there was no decision made but it was relegated to future negotiation. Tract 2 is 1,300 feet long so it would be a very expensive wall. Talking with neighbors, the Applicant felt it was prohibitive for the cost of homes. For 20 years, Las Acequias thought their rear wall was the property line but maybe not. It might open a huge can of worms and was relegated to future discussion. This is not a subdivision application but that is where it will be figured out.

Councilor Villarreal reasoned that it would be at Planning Commission for final decision. When she was on Planning Commission it was frustrating because there was no way to have roads and she was glad to have roads and quality housing. Connectivity was the issue. The road not utilized was Powerline Road. She read John Romero's opinion that it would not be needed She is feeling better about it but trying to figure out how to get developers to keep their commitment. Sometimes people change their mind, and we cannot do anything about it.

Ms. Dolores Vigil said when we first came to City, it was for manufactured homes. The developer, Mr. Rodriguez said the neighbors felt manufactured homes would reduce the value of their homes. The neighbors are comfortable with it now and Mr. Rodriguez agreed to do it that way. If lots are sold, she was not sure how it would work.

Mr. Rudy Rodriguez was sworn in.

Councilor Villarreal asked if he was planning to sell lots or develop them.

Mr. Rodriguez said it is up in the air. We might sell the whole thing beforehand. At this point, he didn't know. He needed to look at what it will cost. This is his last development.

Councilor Villarreal said manufactured homes are an option. We struggle with it and it is challenging how people figure it out. We want manufactured homes to be quality places to live.

Mayor Webber agreed. There is an abiding concern about stick-built homes. The deal with the neighborhood is the sticky point.

Mr. Karl Sommer was sworn in. He said there are various mechanisms that could be used to guarantee enforceability which is imposing a condition. Mr. Rodriquez could covenant with the City that runs with the land and carry the ability to enforce it. So that would not pose a problem and cover what Councilor Villarreal and Councilor Rivera talked about without running afoul of the law. This method is consistent with his promises to the Council and at 90 years of age, he does not go back on his word. He can comment on it.

Mr. Rodriguez said he heard that and agreed absolutely. Whatever Council would request and bind future owners to abide by it.

Councilor Rivera said, as a former representative of that area, he knew the Las Acequias Neighborhood Association is very strong and they would be here if they were against or in favor of it. He had texted a few of them and no-one was aware of this meeting or that we might be talking about it. There was no notice to them, and we have not been transparent with this. They deserve that right. But they had no idea this meeting was taking place. He hoped we would consider that and potentially postpone it until the Las Acequias is adequately advised about the meeting and able to make any comments on it.

Mayor Webber asked if this Association was notified of this meeting.

Mr. Berke apologized and said it was properly notified, and all neighborhood associations were notified and properly noticed at the site. We are not hearing the subdivision tonight. The conversation

would be heard at Planning Commission and be able to deal with any conditions on it. It is proper density and with stick-built homes. A deed restriction could also be considered on manufactured vs stick-built homes.

Mayor Webber said they might need guidance. He thought the Las Acequias Neighborhood Association President was now in the room.

Mr. Berke agreed.

Mayor Webber asked the Governing Body if he could be allowed to speak.

Ms. McSherry recommended reopening but advised Councilors not to have communications with people not in the room.

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Vigil Coppler, to reopen the Public Hearing.

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

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

Against: None.

Mr. Fabian Trujillo was unmuted to speak and was sworn in. He said they had numerous meetings and ENN meetings on this project. “Our position is that we want stick-built homes which they agreed to do. Our concern is the traffic on Rufina. We have talked about it with other projects and it will contribute to traffic counts on Lopez Lane and Rufina. They promised off and on about holding to standards of stick-built homes and to have a wall or barrier on Agua Fria between them and the subdivision. I was not here for the presentation and don’t recall getting a notice of this meeting. If they are willing to have stick-built homes, we are okay with the rezoning of this project.”

Mayor Webber said there was a suggestion of a legal agreement that would go with the land to guarantee stick-built homes.

Mayor Webber asked if any others want to speak and there were none.

Councilor Rivera appreciated what Ms. McSherry said but clearly people did not know about this special meeting. He knew this Neighborhood Association was very active and would have spoken in favor or against. He stood by his call to find out.

Councilor Vigil Coppler wanted to hear from Las Acequias Neighborhood Association. She attends their meetings and has developed good rapport with many who live there. Mr. Trujillo affirmed what he thought. Any emails he received was a great concern to have stick-built homes. There is lots of concern on the value of homes. They also want to welcome their neighbors when they come. They have a wonderful association. Police officers also attend these meetings and are very helpful. Everyone has contributed to the good and concerned about the right things. They would welcome this neighborhood but have concerns for their own property values and want stick-built homes. The solution of Mr. Sommer with covenants is a good one. Mr. Berke pointed out this is only about rezoning. This is a good solution with the rest of the process. They can talk about the wall and the Neighborhood Association get more assurance that stick-built is there to stay. She understood there are other assurances to be dealt with.

Mr. Logston clarified for Mr. Trujillo that the Governing Body is looking at the same thing Planning Commission heard, and the Planning Commission made a recommendation. She texted and heard Ms. Dolores Vigil say she could not speak to it more. This meeting was noticed, and Ms. Dolores Vigil sent 300 letters and posted notice at the location. Notice was adequately provided.

Councilor Romero-Wirth thought, if we can't make stick-built a condition of approval and a legal promise is made, it would be another venue. She asked if that was true.

Ms. Paez thought the Governing Body could add a condition as Mr. Sommer proposed. It is a requirement of State Statute that we cannot distinguish between stick-built and manufactured. But the Applicant can do that a covenant with Las Acequias Neighborhood Association. Or perhaps a condition that says we approved rezoning with condition that a covenant with the Las Acequias Neighborhood Association could be done.

Councilor Romero-Wirth asked Karl Sommer to speak to it.

Mr. Sommer said the appropriate way in this setting are the Findings of Fact and Conclusions of Law and amending this section non

applicant undertakings and could reflect another undertaking, running with the land and to the Las Acequias Neighborhood Association as part of undertakings to be recorded after consultation with Las Acequias Neighborhood Association before the recordation of any final plat. That way would get it recorded and would work just fine and give time to work out details with the Las Acequias Neighborhood Association of what would be typical with a covenant.

Councilor Romero-Wirth asked where in our process do we act to have that done.

Ms. Paez recommended rather than using the Findings of Fact and Conclusions of Law that we would amend them to add another applicant undertaking and could draft it or have it come back with the others.

Councilor Romero-Wirth preferred it be handled with later approval of amended Findings of Fact and Conclusions of Law.

Councilor Rivera said a notice is proper only if people are aware of it. He sent pictures of the poster to the Land Use Department and you cannot tell what it says. So that is not a good notice.

Regarding the wall, it probably was brought up by Las Acequias Neighborhood Association and clearly there is no decision made on that. That cannot be put into a covenant. Can we hear from Mr. Trujillo about the wall?

Mayor Webber agreed the public hearing is not closed.

Councilor Rivera asked how the Las Acequias Neighborhood Association feels about the wall between the neighborhoods.

Mr. Trujillo said many neighbors would like to have a wall between the neighborhoods, particularly in phase 3 and phase 4 near the Las Acequias Park where there will be a lot of activity. We would ask that it be included. Mr. Rodriguez Jr. has a subdivision adjoining this at the southern part and already agreed to have a wall separating the subdivisions for privacy. A bunch of neighbors expressed that in both association meetings and ENN meetings.

Councilor Rivera asked Ms. Paez if that could be included with the stick-built homes discussion.

Ms. Paez heard the concerns about property line issues and whether it would change the nature of the project. She had not heard from the applicant. Typically walls are far outside the rezoning hearings. It will be back at Planning Commission and the Governing Body could recommend this to the Planning Commission, but she had a concern on it.

Councilor Rivera asked who would make sure that happens.

Ms. Paez suggested Mr. Berke could. She was happy to include it in Findings of Fact and Conclusions of Law to further explore a wall feasibility. Staff can take it upon themselves to do so.

Mr. Berke said the Council has his word that it will happen at the Planning Commission. He will make sure it is brought up at the subdivision consideration.

There were no other questions from Governing Body.

Mayor Webber closed the public hearing

Mayor Webber said the Governing Body will wait on Findings of Fact and Conclusions of Law tonight so there are three potential motions.

Councilor Romero-Wirth clarified that the Governing Body does have to direct that the Findings of Fact and Conclusions of Law contain the covenant so probably four motions.

Ms. Paez said the Governing Body could follow that quickly with the three motions. And the maker should clarify approval and direct that additional undertakings be included when Findings of Fact and Conclusions of Law is considered - primary access on Powerline Road limits and the private road part. It is confusing, and to get rid of the private road condition and powerline condition either as recommended or as proposed by the Applicant.

Councilor Cassutt-Sanchez was happy to be the maker if Ms. Paez provided the language for her motion.

Ms. Paez proposed Councilor Cassutt-Sanchez's motion be "to approve the request to amend conditions of Ordinance 2013-12 by adopting new Findings of Fact and Conclusions of Law that would remove the conditions that 4262 Agua Fria must be developed specific with R-3 zoning, notwithstanding that it is zoned R-5 and the condition

that the owner must propose three historic access driveways accessing eight lots each and further amend the Findings of Fact and Conclusions of Law to add a new Applicant Undertaking to record a covenant running with the land with the Las Acequias Neighborhood Association, to require stick-built homes that will be recorded with County Clerk prior to recording of any subdivision plat."

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Vigil Coppler, to approve the request to amend conditions of Ordinance 2013-12 by adopting new Findings of Fact and Conclusions of Law that would remove the conditions that 4262 Agua Fria must be developed specific with R-3 zoning, notwithstanding that it is zoned R-5 and the condition that the owner must propose three historic access driveways accessing eight lots each and further amend the Findings of Fact and Conclusions of Law to add a new Applicant Undertaking to record a covenant running with the land with the Las Acequias Neighborhood Association, to require stick-built homes that will be recorded with County Clerk prior to recording of any subdivision plat.

Discussion on the Motion:

Councilor Rivera pointed out there was no one from The City to answer traffic questions. There were some questions he had regarding traffic. Clearly with John Romero's absence, no one was present for that. He also was concerned with the lack of proper notice for the meeting. No one knew it was happening. He was not sure it was fair to have this action without making sure they knew about it.

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

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

Against: Councilor Rivera.

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Cassutt-Sanchez, to approve rezoning asking for changing the classification from R-3 (Residential - Three Dwelling Units Per Acre) to R-5 (Residential - Five Dwelling Units Per Acre) for 4701 Rufina Street and adopting the Findings of the Planning Commission as contained in Section 2-C of the Staff Report.

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

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

Against: Councilor Rivera.

Motion on next case –

Councilor Romero-Wirth – moved/Councilor Cassutt-Sanchez –
No discussion – vote –
Councilor Rivera no.
All the rest = yes. **MOTION:** Councilor Romero-Wirth moved, seconded by Councilor Cassutt-Sanchez, to approve rezoning request for R-3 (Residential - Three Dwelling Units Per Acre) to R-5 (Residential - Five Dwelling Units Per Acre) for 4701 Rufina Street and adopting the Findings of the Planning Commission as contained in Section 2-C of the Staff Report.

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

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

Against: Councilor Rivera.

Third motion:

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Cassutt-Sanchez, to approve rezoning request for R-3 (Residential - Three Dwelling Units Per Acre) to R-6 (Residential - Six Dwelling Units Per Acre) for 4702 Rufina Street and adopting the Findings of the Planning Commission as contained in Section 2-B of the Staff Report.

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

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

Against: Councilor Rivera.

Mayor Webber said we will wait on motions for Findings of Fact and Conclusions of Law.

Ms. Paez said she would draft Findings of Fact and Conclusions of Law for all three cases and present them later for approval.

8. DISCUSSION/ACTION ITEMS

a. Request for the Approval of Amendment #10 with Allied Universal Security for $78,692.40 for Security Services to Cover Pete's Place Shelter, the Salvation Army Shelter and a Number of City Parks. (Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 955-5933)

This item was removed from the Agenda

9. COMMUNICATIONS FROM THE GOVERNING BODY

Councilor Villarreal had none.

Councilor Garcia gave a shout out to Councilor Lindell and Councilor Romero-Wirth for the awesome video of the Dog Park.

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Councilor Vigil Coppler said her dog is raring to go to that new dog park.

Councilor Lindell said the dog park is so much fun. It gets a tremendous amount of use from a variety of dogs. Everyone has a great time and is an amazing way to build community. That is the busiest one. She also thanked Mr. Abeyta for the wonderful video and thanks to the donors for their support.

Councilor Romero-Wirth asked everybody to get out and vote and maintain social distance, wear masks, and otherwise, stay home with the virus now spiking.

Councilor Rivera had nothing else to say.

Councilor Cassutt-Sanchez echoed Councilor Romero-Wirth's sentiments on virus spiking to stay home, wear masks, get outside for the nice weather. And get your flu shot.

Councilor Abeyta had no comments.

Mayor Webber seconded all comments on the spike. it is serious, and we have personal responsibility to bend the curve again. Enforcement is up to each person to make a difference. Young people can make a huge difference to protect older residents. Get a flu shot, and if eligible to vote, exercise your responsibility that comes with democracy.

10. **ADJOURN**

Having completed the agenda and with no further business to come before the Governing Body, the meeting was adjourned at 8:07 p.m.

Approved by:

_____
Mayor Alan Webber

ATTESTED TO:

_____
Yolanda Y. Vigil, City Clerk

Respectfully submitted by:

_____
Carl G. Boaz, Council Stenographer

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Governing Body
October 28, 2020

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Minutes of the
Regular Meeting of the Governing Body
Wednesday, October 28, 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, October 28, 2020, at approximately 4:04 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 Vigil Coppler

3. SALUTE TO THE NEW MEXICO FLAG

The Salute to the New Mexico Flag was led by Councilor Villarreal

4. INVOCATION

The Invocation was led by Councilor Lindell sharing the Code of the West.

Remembrances from Councilor Rivera and Mayor Webber were shared for Peter, David, and Chris.

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 Lindell
Councilor Christopher M. Rivera
Councilor Carol Romero-Wirth
Councilor JoAnne Vigil Coppler
Councilor Renee D. Villarreal

Members Excused

Other Participants Attending Remotely
Jarel LaPan Hill, City Manager
Erin McSherry, City Attorney
Yolanda Y. Vigil, City Clerk
Jesse Guillen, Legislative Liaison
Sally Paez, Assistant City Attorney
Paul Joye, Deputy Chief, Santa Fe Police Department
Andrew Padilla, Chief, Santa Fe Police Department
Eli Isaacson, Land Use Department Director
Regina Wheeler, Public Works Director
Sam Burnett, Property Maintenance Manager
Carl Boaz, Council Stenographer

6. APPROVAL OF AGENDA

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Lindell, to approve the agenda as presented.

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

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

Against: None.

7. APPROVAL OF CONSENT CALENDAR

Councilor Romero-Wirth pulled Item 10(f) to recuse herself

Councilor Vigil Coppler – pulled Item 10(j) for discussion.

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Lindell to a approve the Consent Calendar as amended with 10(f) and 10(j) removed for discussion.

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

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

Against: None.

8. APPROVAL OF MINUTES:

Emergency Governing Body Meeting on October 12, 2020

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Lindell, to approve the minutes of the Emergency Governing Body meeting on October 12, 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.

Regular Governing Body Meeting – October 14, 2020

MOTION: Councilor Lindell moved, seconded by Councilor Vigil Coppler, to approve the minutes of the Regular Governing Body meeting on October 14, 2020 as presented.

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

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

Against: None.

9. PRESENTATIONS

There were no presentations.

10. CONSENT CALENDAR LISTING

a. Request for Approval to Procure Food Products Utilizing the CES Price Agreement up to $75,000 Per Year for a Four-Year Term Equaling $300,000 for the Division of Senior Services Nutrition Program; Labatt New Mexico. (Gino Rinaldi, Senior Services Division Director, earinaldi@santafenm.gov, 955-4710)

b. Request for Approval of Purchase of Food Products Utilizing the State Price Agreement Which Will Exceed $200,000 Per Year for a Four-Year Term. We Anticipate that the Division of Senior Services Nutrition Program Will Spend an Average of $1,000,000 between FY21 and FY24. The Three Vendors Utilized are Listed as Follows: Sysco, Shamrock Foods, and Ben E. Keith Foods. (Gino Rinaldi, Senior Services Division Director, earinaldi@santafenm.gov, 955-4710)

c. Request for Approval of Budget Adjustment Resolution (BAR) in the Amount of $398,751 to Pay Back Taxes to the IRS for the 2016 and 2017 Tax Years. (Jarel LaPan Hill, City Manager, jlapanhill@santafenm.gov, 955-6848, Bernadette Salazar, HR Director, bjsalazar@santafenm.gov, 955-6591, Erin McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512 and Mary McCoy, Finance Director, mtmccoy@santafenm.gov, 955-6171)

d. Request for Approval of a Budget Adjustment Resolution/Budget Increase to the Public Utilities, Utility Billing Division for Several Line Items for a Total Amount of $454,919. (Nancy Jimenez, Utility Billing Division Director, nljimenez@santafenm.gov, 955-4364)

e. Request for Approval of Multiple Sub-Contracted Agreements in the Total Amount of $69,560 for Alternative to Detention Services for the Youth of Santa Fe for Four (4) Years from State of New Mexico CYFD Agreement No. 21-20846 for the Following: Partner in Education ($27,720) and YouthWorks ($26,440) and for a Continuum Coordinator ($15,400). (Julie

Sanchez, Children and Youth Program Manager, jjsanchez@santafenm.gov, 955-6678)

f. This item was pulled for discussion by Councilor Romero-Wirth.

g. CONSIDERATION OF RESOLUTION NO. 2020-40. (Councilor Rivera, Councilor Romero-Wirth and Councilor Villarreal)
A Resolution Authorizing and Supporting the City Manager to Work with Public Utilities Staff to Identify and Apply for Federal and State Funding Sources for Water, Wastewater, and Other Water Related Projects, Including Submission of an Application to the Water Trust Board, Among Other Opportunities. (Alan Hook, Water Resources Coordinator Assistant, aghook@santafenm.gov, 955-4205)

h. Request for Approval Utilizing State of NM State Pricing Agreement in the Total Amount of $1,095,001.10 for the Purchase of Digital Portable Radios from Motorola Solutions. (Chief Paul Babcock, Fire Department, prbabcock@santafenm.gov, 955-3112)

a. Request for Approval of the Governing Body's Findings of Fact and Conclusions of Law Adopting the City Attorney's Office Recommendation to Dismiss Appeal #2020-002644-APPL, Filed by Stefanie Beninato and John Eddy (Appellants) of the Historic Districts Review Board's Decision in Case #2020-002357-HDRB, 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). (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

b. This item was pulled for discussion by Councilor Vigil Coppler.

CONSENT CALENDAR DISCUSSION

f. Request for Approval of Multiple Service Agreements in the Total Amount of $3,749,652 for Prevention and Intervention Services for the Youth of Santa Fe for Three (3) Years for the Following: Big Brothers Big Sisters Mountain Region ($50,000), Communities in Schools of New Mexico ($50,000), Cooking with Kids ($20,000), Esperanza Shelter ($37,000), Georgia O'Keefe – Community Educators Network ($37,000), Gerard's House ($80,000), Girl's Inc. ($40,000), New Mexico Suicide Intervention Project ($75,000), New Vistas ($20,000), PIE – Fathers New Mexico

($30,000), PIE – Parent Involvement Program ($10,000), Santa Fe Recovery Center ($40,000), SFCC – Kids Campus ($70,000), SFPS – Breakthrough Santa Fe ($27,000), SFPS – Adelante Program ($74,000), SFPS – Restorative Justice Program ($50,000), SDPS – Teen Parent Program ($96,328), SITE Santa Fe ($35,000), United Way of Santa Fe County ($80,000), Youth Shelters and Family Services ($100,000) and YouthWorks ($48,556). (Julie Sanchez, Children and Youth Program Manager, jjsanchez@santafenm.gov, 955-6678)

Ms. Vigil read the caption.

Councilor Romero-Wirth recused herself and left the meeting room because she sits on Advisory Committee for one of the recipients and she was advised by the City Attorney's Office that she should recuse herself.

Manager Julie Sanchez was present.

Councilor Lindell noted this was discussed at the Finance Committee and is a lot of money. She asked for updates at least annually and not wait for three years. She wanted to hear progress from them at least each year on how they are implementing these funds and what response was achieved. She didn't know how they were selected, and a few were unfamiliar to her. She would like a commitment annually on their progress.

Manager Sanchez pointed out that part of the ordinance is to provide information to the Governing Body on an annual basis, so they are committed to provide that with relevant information and data around the spring of 2021. She committed to put the presentation together with performance measures.

MOTION: Councilor Garcia moved, seconded by Councilor Villarreal, to approve the Children and Youth service agreements 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 Vigil Coppler and Councilor Villarreal. Councilor Romero-Wirth was not present for the vote.

Against: None.

j. Request to Publish Notice of Public Hearing on December 9, 2020:

An Ordinance Amending Section 14-6.2 SFCC 1987 to Adopt by Ordinance a Maximum of One Thousand (1000) Short-Term Rental Permits in the City, to Prospectively Limit the Number of Short-Term Rental Permits to One Per Natural Person, to Prospectively Limit the Proximity of Short-Term Rental Units, to Require a Local Operator for Short-Term Rental Units, to Adopt Record-Keeping and Reporting Requirements for Short-Term Rental Unit Owners and Host Platforms, and to Clarify Other Provisions of the Short-Term Rental Ordinance; Amending the Land Use Code Definitions in Section 14-12.1 SFCC 1987 as They Relate to Short-Term Rental Units; and Amending Section 12-2.3 SFCC 1987 to Clarify That a Short-Term Rental Unit is not a Group R-1 Occupancy for Purposes of Fire Inspections. (Mayor Webber, Councilor Lindell, Councilor Romero-Wirth, and Councilor Villarreal) (Elias Isaacson, Planning and Land Use Director, esiasaacson@santafenm.gov, 955-6730 and Sally Paez, Assistant City Attorney, sapaez@santafenm.gov, 955-6501)

Ms. Vigil read the caption.

Councilor Vigil Coppler knew lots of people are following this. She pulled it because of all the attachments. The second attachment is the latest version of amendments. More amendments are anticipated. While not labeled to say what they really are, it can be confusing to the public. It was hard to rely on what she was looking at, but it was confirmed in the Public Works Committee meeting.

Secondly, it is important for the public to know that a lot of amendments are anticipated and she was not sure if they would be added here with an explanation or directions given to the public to know where to find them. When the Public Works Committee reviewed them, they decided to bring them back in November.

She suggested letting the public know the latest amendments and figure out a way to better describe new amendments and where they can be found. She didn't know where they can be found. She suggested Mr. Guillen might chime in.

Mr. Guillen clarified they will be attached as all others are and he could start with the third attachment to have the latest and then new amendments after that. Three are pending now. They are also on the Legislative Services Web Site through the City Website on the City Attorney's page.

Councilor Cassutt-Sanchez reminded Mayor Webber that someone needed to bring Councilor Romero-Wirth back into the meeting.

Councilor Romero-Wirth was returned to the meeting and Mayor Webber briefed her on what took place while she was still out of the room for item j.

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Romero-Wirth, to approve the publication of public notice 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.

11. **DISCUSSION/ACTION ITEMS**

a. Request to Publish Notice of Public Hearing on November 10, 2020: Solicit Public Comment on the 2019 – 2020 CAPER to be Submitted to HUD. (Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov, 955-6346)

Ms. Vigil read the caption for this item.

MOTION: Councilor Villarreal moved, seconded by Councilor Lindell, to approve the request to publish Notice as presented.

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

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

Against: None.

b. Request for Approval of Amendment #10 to Service Contract 18-0552, Increasing Compensation in the Amount of $78,692.40 Plus NMGRT, for Security Services to Cover Pete's Place Shelter, the Salvation Army Shelter and a Number of City Parks, Allied Universal Security. (Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 955-5933)

Ms. Vigil read the caption for this item.

Director Wheeler and Manager Burnett were present for this item.

Councilor Vigil Coppler thought she understood it but had questions on its preparation. Pete's Place was not mentioned in the cover memo of Exhibit A, but it is in the contract amendment. It also speaks about Salvation Army and she didn't know they had a shelter.

Manager Burnett apologized for the oversight in the cover letter. It was his omission and error. He just temporarily achieved the services for the parks but recently expanded it for the shelters and it was not in time for the special meeting.

Councilor Vigil Coppler noted in Exhibit A, she did not see Pete's Place listed and asked if they are sharing the funding with Salvation Army.

Manager Burnett said they are sharing, and the patrols will move back and forth from shelter to shelter so it is a shared servicer.

Councilor Vigil Coppler asked where the Salvation Army shelter is located.

Manager Burnett said it is on Alameda just east of St. Francis Drive.

Director Wheeler added that there is a contract for shelter at the Salvation Army that can serve approximately up to 75 people.

Councilor Vigil Coppler said if $96,529 is only for two months.

Manager Burnett agreed. At the parks it is security for 24/7 and at the shelters, it is security for 16 hours per day with a vehicle and a special smart phone to track activity and it also predicts where issues may arise as a help to the security officers. The vehicle costs $6.81 per day.

Councilor Cassutt-Sanchez thanked Manager Burnett for explaining those hours.

Manager Burnett added that the City has had a security contract with Allied in the past and this is just expanding those services. He did not expect changes in their performance. He briefly described the scope of services and clarified that they are not going through neighborhoods but in a perimeter of one block around the shelters.

Councilor Cassutt-Sanchez asked how Allied coordinates with City Police.

Manager Burnett said when it is called for, Allied will call the police and stay at the scene to make sure the incident does not escalate and welcome the police when they arrive.

Councilor Cassutt-Sanchez asked if the City has considered funding beyond December to continue the service, knowing cold weather will continue.

Manager Burnett said there has been no conversation on funding after CARES funding is past. Director Wheeler and her designees would investigate that.

Councilor Garcia asked Manager Burnett how the parks were selected for security services.

Manager Burnett said they were selected by the new Parks Director, Melissa McDonald, based on where the City has experienced the most issues, either homeless persons or bad behaviors.

Councilor Garcia asked if Pete's Place will receive the same level of support in security.

Manager Burnett agreed. It is 16 hours per day and divided between them with mobile units going between the two locations, checking around them and if one or the other needs more attention, that would adjust the balance.

Councilor Garcia asked if they were willing to change the hours. He thought the shelter should receive same level of support and in after-hours when the weather is cold. He would want the shelters to have the same level of support as the parks. There are lots of activities around Pete's Place and saw a need for more than eight hours each. That might raise the contract price. Is that a possibility?

Manager Burnett said he would have to investigate that to make sure no contractual conflict would arise because we spelled out hours per type of facility. He offered to talk with Allied and if there are legal hurdles, it would require more funding and processing a contract amendment for the shelter. He could not answer that directly now but will investigate it and provide an email in response.

Councilor Garcia said it should be shared with the rest of the Governing Body. Franklin Miles and Herb Martinez Parks which have 24-hour service, and both are less than one-half mile from Pet's Place. He thought there

could be a more efficient way to serve them. He also saw they are to begin in October and wondered if they will start tomorrow.

Manager Burnett explained those were the ideal dates for starting service and after approval of the contract by the Governing Body, there is probably a 2-3 day gap for processing and then to the contractor who will have 1-2 week lead time to begin service.

Councilor Garcia estimated services would probably begin about mid-November so one and a half months later. At $100,000, that is a lot for such a short time. He knew the funds must be used by end of year. He asked if the funds could be used for other than security services and questioned if the City is getting best use of these taxpayer resources. He thanked Manager Burnett for the information. He thought the community will appreciate the security services and will be interesting to see the feedback.

Ms. McSherry noted a technical issue that the agenda number doesn't match the memo number on funds. She said it is a judgment call for the Governing Body whether it is within a reasonable notice to the public.

Manager Burnett said the memo number is incorrect. The number on the contract matches the agenda number.

Ms. McSherry said it was okay then and she recommended approval.

Councilor Rivera asked when the two months of service will start.

Manager Burnett said it would start as soon as we issue the PO to Allied and bring staff to town. He thought 1½ to 2 weeks.

Councilor Rivera pointed out that we are committed at Pete's Place until February.

Manager Burnett agreed. He added that the security company services will not replace the SFPD patrols but will support them.

Councilor Rivera asked about his comment that the area would be in the area within a block of the shelter and whether that was in the contract.

Manager Burnett said that was based on his conversation with the Allied Account Manager to give their officers a pattern for services.

Councilor Rivera asked what authority their officers would have beyond that block where the shelters are located.

Manager Burnett said it would be the same as other citizens – to report a situation and wait and monitor it until the Police arrive.

Councilor Rivera asked what level officers would be patrolling.

Manager Burnett said they are Level 2 officers – trained with non-lethal tools including pepper spray and handcuffs.

Councilor Rivera saw on Amendment 9, that they would be keeping records. Have we asked for any records?

Manager Burnett said we have not asked for those records.

Councilor Rivera was curious how the Police Department and security officers were going to coordinate the work.

Chief Padilla said the Department's operation there goes to January 9 and 9 am to 7 pm. each day. The security guard will help a lot. After 7 pm, it is up to the night officer who could be responding to other calls for service in the City so the security officers will help a lot.

Manager Burnett added that the Allied Security is from 4 pm to 8 am.

Councilor Rivera commented that it will be great until January 9. He was concerned what happens after that.

Councilor Villarreal was concerned too. She asked how they would coordinate services She hoped for communication between Security and Police Department.

Chief Padilla agreed that we would share information with them for deterrence.

Manager Burnett added that he does receive daily reports from Allied Security and incident reports, and he could have a Police representative included in those reports and share contact information with the Allied Account Manager. They can speak on the phone, as well.

Councilor Villarreal felt phone conversation helps greatly. I just want them to be able to coordinate with this duplication of services to make sure the right people are connecting. In terms of data collection, she asked if what was collected by Allied would reach the Police Department.

Manager Burnett said so far, he has never turned data over but Allied would be happy to provide it, if it would be helpful.

Chief Padilla said that would be very helpful. And we will attempt to maintain these services after January to help residents keep safe between January and July 1. He was all for it.

Manager Burnett said when he creates a contract, he needs to make sure it covers the total scope of services. But as a reimbursement contract, the City only pays them for hours worked. If money is left over at the end, he assumed there would be ways to find money beyond December but yielded to Director Wheeler.

Mayor Webber thought the City would look at the rate being spent and can come back with adjustments to reclaim money by reprogramming in another acceptable project for use. He emphasized the City was not going to waste it if we can reprogram it.

Councilor Villarreal was curious if a contract that is not completed could be extended.

Councilor Vigil Coppler supported having the company spend time reviewing the parks and not necessarily so much at the shelters since police are doing drive-by patrol by car and patrol that area on bikes. In her drive-by last winter, she was surprised at the shenanigans that went on at the parks.

Councilor Cassutt-Sanchez echoed that. Martinez and Gov. Miles are parks with activities that need monitoring.

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Vigil Coppler, to approve the contract with Allied Security at the amount read by the City Clerk.

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

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

Against: None.

c. Request for Approval of Amendment #11 to Service Contract 18-0552, Increasing Compensation in the Amount of $174,854.08 Plus NMGRT, for Security Services on the Santa Fe Plaza; Allied Universal Security. (Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 955-5933)

Ms. Vigil read the caption for this item.

Manager Burnett affirmed that Amendment 11 will provide 24/7 security on the Plaza, portals and streets surrounding the Plaza and the City is working on a break room in old Water Street ticket booth so extended services in that direction can happen. It is focused primarily on the Plaza, itself.

Deputy Chief Joye said it is a fine idea and we will work with them on the Plaza. The current schedule is 9 am to 7 pm. With the break room, it will be easier for the 24/7 patrolling. The Department is in full support.

Councilor Garcia asked Manager Burnett to describe the Level 3 officer.

Manager Burnett said a Level 3 officer carries a firearm and is fully trained and certified to do so.

Councilor Garcia asked if the contract calls for one on duty or more.

Manager Burnett said it is one officer present 24 hours each day.

Councilor Garcia wondered if it was worth it when comparing with the shelter contract. He asked why it calls for one Level 3 when we can put ten times that amount with Level 2. Is this the right choice?

Manager Burnett described the scope of work which would expire on June 30, 2021.

Councilor Garcia understood this is not CARES Act funding.

Manager Burnett agreed.

Councilor Garcia asked if in this amendment we have a $25,000 overrun and if so why? That is a significant amount. The vendor could think about that buffer they could dip into. He suggested to bring any overrun to the Governing Body to make necessary changes. Why settle on $25,000?

Manager Burnett explained that the original contract was in place when he took over a year ago. During that time, we used a significant amount from

the $25,000 with the new shelter. We held on to it for a considerable length of time. The contractor could not spend it haphazardly and had to have a PO going through the procurement process. We were not negligent in spending the overrun money so it would be available in case of emergency and should be replenished if anything comes about in the future.

Councilor Garcia understood but thought $25,000 was a high amount. And we should work with them before they did an overrun.

Councilor Villarreal asked if the contract is amendable.

Manager Burnett agreed. It can be amended at any time. If the scope is not appropriate for needs, it can be amended and we can, at any time, determine we are not being served at the Plaza and end it.

Councilor Villarreal wondered if part of the 24-hour period could be at another location too.

Manager Burnett noted that is like the question on Amendment 10 and altering the scope. Allied would be happy to do that and if no legal problems, Allied would accommodate us as they have in the past.

Councilor Villarreal asked if Ms. McSherry wanted to comment.

Ms. McSherry said it depends on what is in the contract and the scope can be changed with a formal amendment.

MOTION: Councilor Lindell moved, seconded by Councilor Vigil Coppler, to approve Amendment #11 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.

Mayor Webber thanked Manager Burnett for his hard work.

12. **MATTERS FROM THE CITY MANAGER**

Manager LaPan Hill gave a shout out to the Public Works Crew for their quick response at the first storm of the season. It was called early and they worked into the night. The snow plan is a good one on a 24-hour rotation. We still have lots of people coming in and we always stand for feedback. The other matter is on election day. The City will close at noon on Tuesday to allow staff to vote.

13. **MATTERS FROM THE CITY ATTORNEY**

Ms. McSherry recommended going into executive session pursuant to the New Mexico Open Meetings Act, NMSA 1978 Section 1-15-1, Parts (H-7) and (H-8) to discuss pending or threatened litigation as noted on the agenda and (H) (8) regarding sale of Santa Fe Estates Property, the Santa Fe Clay Building at the Railyard, and the Boys and Girls Club Building on Alto Street.

Councilor Abeyta stated he would recuse himself from discussion of the Boys & Girls Club item.

Councilor Rivera asked if there will be free bus service on Election Day to allow people to access polls without cost.

Manager LaPan Hill agreed to consider it.

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, Specifically a Quarterly Litigation Update to Include City of Santa Fe v. Purdue Pharma, et al., DNM No. 1:19-CV-01105; City of Albuquerque, et al. v. New Mexico Taxation & Revenue Dept., D-202-CV-2018-08036; and City v. Tyron Martin, et al., D-101-CV-2020-01298; 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, the Santa Fe Clay Building Located at the Santa Fe Railyard, and the B & G Club Building Located at 730 Alto Street. (Erin K. McSherry, City Attorney; ekmcsherry@santafenm.gov, 955-6512)

MOTION: Councilor Rivera moved, seconded by Councilor Cassutt-Sanchez, to go to executive session to discuss 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 closed executive session at 5:40 p.m. and it ended at 7:45 p.m.

MOTION: Councilor Rivera moved, seconded by Councilor Cassutt-Sanchez, to come out of executive session, stating for the record that the only matters discussed were those 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

AGENDA AMENDMENT

MOTION: Councilor Rivera moved, seconded by Councilor Garcia, to suspend the rest of the afternoon session agenda and go immediately to the evening 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.

14. **MATTERS FROM THE CITY CLERK**

This item was moved to the end of the agenda.

15. **COMMUNICATIONS FROM THE GOVERNING BODY**

This item was moved to the end of the agenda.

EVENING SESSION – 6: P.M.

16. **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 Lindell
Councilor Christopher M. Rivera
Councilor Carol Romero-Wirth
Councilor JoAnne Vigil Coppler
Councilor Renee D. Villarreal

Members Excused

17. **PETITIONS FROM THE FLOOR**

Lydia Clark was greatly concerned about the City's partnership with organizations engaged in nuclear weapons production. LANL is such an organization and it leaves Santa Fe totally vulnerable to their massive expansion. LANL will be the new Rocky Flats, whose plutonium pit production desecrated Colorado. Santa Fe has a long-standing resolution supporting nuclear disarmament and opposing production of nuclear weapons. She asked the Governing Body to create a new resolution against nuclear production at LANL. Santa Fe can be a leader in sustainable energy, community agriculture, affordable housing, water conservation, sustainable jobs, taking people out of poverty. Provide the protections we need now and don't allow us to be a nuclear colony. We are not a LANL community. Stop allowing youth to participate in such training. That will produce nothing of value. Thank you.

She asked if public could comment on consent items and was told no. She was disappointed about Petitions from the Floor being two hours late.

Stefanie Beninato, PO Box 1601, agreed with Lydia Clark. We don't need more weapons production and being late feels like a lack of transparency. She also wanted to bring up the zoning issues the Council resolved last Thursday at 6 pm. She felt it could have been done in a regular meeting. The other thing is no recognition of the Mayor for transparency. With the 25% capacity rule and no dialogue reduces accountability and the opportunity to go there. Her next item was about Ms. Roach. There was a person who called about three days ago from California and she never got her name. She spoke on the issue. Ms. Beninato said she was actually qualified to work as an attorney.

Lee Taylor, head coach in Santa Fe at the GCCC, who came back to his hometown. He was hopeful about the GCCC reopening. He had 100 team members before COVID-19 happened. The rules are making his business not sustainable with only 22 swimmers at a time. He asked that the public health order be amended to consider the sizes involved. GCCC with an Olympic sized pool is limited to the same number of swimmers as Ft. Marcy whose pool is much smaller and is not fair. He quoted from several swimmers' statements about the issue.

Benjie Bonay was also against LANL's plutonium pits and mentioned the President's right to first strike without Congressional authorization. He called upon Councilors Villarreal, Lindell and Rivera who passed the resolution on 2017 against nuclear weapons. Northern New Mexico needs to regain its leadership on this new development which is against our environment. Nuclear weapons are extremely toxic, and we cannot be the place for these weapons.

Katherine Shera also registered her comment against the expansion at LANL. She pointed out that the detonation, intentional or accidental, of less than 1% of nuclear weapons already in existence would cause the death of 2 billion people in the ensuing global famine. Many people have advocated for production of pits at LANL by being only focused on economy in northern New Mexico. But it raises a serious question. From a moral perspective, it could mean a culture be more impoverished. She does not endorse modernization of nuclear weapons and asked the Council to oppose production of nuclear weapons of any kind and against any association of the City with nuclear weapons production entities.

William Bruce also was speaking on concerns with the LANL expansion to be plutonium pits production. He had investigated what happened at Rocky Flats. It is a messy job, and they are with us for 24,000 years and a million gallons of the toxic solvent used to clean their machinery was dumped at Rocky Flats. That would be produced here, and we must deal with the nuclear waste. They promised to clean up LANL but have not done it. There are 20,000 gallons of nuclear waste up

there. It becomes an incredible recipe for disaster, and we should all just say no to the DOE. Please keep our youth from becoming nuclear weapons technicians in a march to oblivion.

There were no other petitions from the floor.

18. **APPOINTMENTS**

• Water Conservation Committee

Ms. Vigil read the names of those appointed by Mayor Webber. They were: Scott Bunton, Ken Kirk, Stephen G. Schmelling, Peggy Wright, and Robert D. Coombe to serve on the Water Conservation Committee.

Councilor Romero-Wirth said these are all very active members in the work of that committee and she was just asking that they be reappointed.

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Lindell to approve these appointments.

Discussion on the Motion:

Councilor Villarreal asked how many members are on the committee.

Councilor Romero-Wirth said there are ten members on that committee and noted that Council just passed the enabling legislation on this.

Councilor Villarreal asked about membership demographics.

Councilor Romero-Wirth was not sure, but they are working hard to have a representative from all Council Districts.

Councilor Villarreal asked about the gender balance.

Councilor Romero-Wirth said when she arrived, she was the second woman on it. Now they have 4-5 women on the committee. She agreed with the value of gender and ethnicity balance.

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. 2020-25.ADOPTION OF ORDINANCE 2020-30. (Mayor Webber and Councilor Cassutt-Sanchez)
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. (Paul Joye, Deputy Police Chief, pmjoye@santafenm.gov, 955-5355)

Ms. Vigil read the caption for this hearing.

Staff Presentation:

Deputy Chief Joye explained this ordinance would prevent the Police Department from participating in no-knock warrants and officers would be required to announce their presence. It also outlines requirements for body cams to be turned on with a search warrant, regardless of their presence on the premises or otherwise engaged prior to the search warrant.

Public Hearing:

Stefanie Beninato was in support of the ordinance. Her following comments were hard to hear.

Emily Kaltenbach said she works with the New Mexico Drug Policy Alliance and was in strong support. Santa Fe will join with a few others in the nation to prevent unfair intrusions. In New Mexico, there are examples of search warrants that led to deaths. Children have experienced severe trauma and injury. No-knock warrants have increased across the county and finding drugs should not take precedence over people's lives.

There was no other public testimony and Mayor Webber closed the public testimony portion.

Discussion and Questions of Governing Body

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Garcia, to approve the ordinance requiring use of body cams and prohibiting no-knock warrants as presented.

Councilor Villarreal was in strong support and wanted to be a cosponsor. What is challenging is that even if we have it in place, it doesn't prevent every no-knock warrant. It would be important to consider it at the Legislature as a state-wide option to protect all people.

Deputy Chief Joye agreed. This ordinance would only affect our agency and would prohibit us from participating in any no-knock warrant. To expand it, a bill would have to be introduced at the state level and he was not aware of any work toward that end.

Councilor Rivera thanked Deputy Chief Joye and asked if he knew if the others in the department are in favor.

Deputy Chief Joye said Chief Padilla is in favor of it. We couldn't find a no-knock warrant that occurred within the last ten years and current policy does prohibit one but now it also prevents SFPD officers from participating with another agency. Chief Padilla signed off on it.

Councilor Rivera asked if there was any reason why he was not present.

Deputy Chief Joye didn't know.

Councilor Garcia thought he had already signed on as cosponsor but if not, he asked to be added. He was glad we are being proactive instead of reactive. This is a practice that we must carry forward. We talked in other committees about not being able to enforce other entities to practice it, but a judge might have a second thought about approving a no-knock warrant when they understand where we stand as a City. One life lost is too many.

Chief Padilla was present in the room and said he is in full support of this for the Department. It is the right move and based on the numbers, we haven't done that in a long time.

Councilor Vigil Coppler fully supported this. She asked what the statute of limitations was on such cases. She thought it was five years to retain video.

Deputy Chief Joye – currently the policy is 5 years plus one. The five years goes above the state policy of three years. Basic limitations vary by nature

of the crime. E.g. homicide would maintain for the duration of the case. It would be held beyond that as evidence in an open case.

Councilor Vigil Coppler was not sure she saw that in the ordinance. She thought it was five years.

Deputy Chief Joye clarified that videos are kept on our server for one year and then on another server for five years.

Councilor Vigil Coppler wanted to make sure we could hang onto them and not destroy evidence. We have had evidence issues and other jurisdictions have also. We need language that is tight and does not leave too much room for interpretation.

Deputy Chief Joye agreed. Servers do have storage limits but as technology advances, capacity does also. Hard copies are retained as evidence. So it would be retained separately like on a thumb drive or other media.

Councilor Vigil Coppler asked if that policy is in writing.

Deputy Chief Joye agreed. The evidence policy does cover storage of evidence. The body-worn camera is already in the policy for 1 plus 5 years retention.

Mayor Webber thought the way the ordinance is drafted, it will align with existing policy, and asked if that was true.

Deputy Chief Joye said the ordinance assures that it will be retained no less than five years, regardless of our internal policy. Our policy could be more restrictive, but retention would be no less than five years. The “no less than” language will remain. And as technology advances, we might be able to retain for ten years. But this ordinance would lock us in, no matter what.

Councilor Vigil Coppler asked if it was possible to file a petition to destroy evidence.

Deputy Chief Joye said that could not happen. That petition would fail.

Councilor Vigil Coppler said she would be more comfortable with six years to match current policy, but this is law and not a resolution. She saw that it did not say in the FIR and asked how much a body camera costs.

Chief Padilla said they current cost about $600 each.

Mayor Webber thought this is a good step for the City to take. We all want our laws enforced and are concerned about how the laws are enforced. Councilor Villarreal and Councilor Rivera co-chair our Public Safety Committee. He thought the policies line up as very progressive and demonstrate that our police department does the right thing, and it speaks to the quality of our police officers to take care of people as we enforce the law. He was very encouraged by the support for this ordinance and for policing in the 21st century.

Councilor Villarreal asked to be listed as a cosponsor.

Councilor Garcia also asked to be cosponsor.

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.

14. MATTERS FROM THE CITY CLERK

Ms. Vigil asked everyone to just get out and vote.

15. COMMUNICATIONS FROM THE GOVERNING BODY

Councilor Vigil Coppler read a resolution renaming Alto Park as Ron Shirley Alto Park. It will be moving through committees. She already voted.

Councilor Villarreal wanted to cosponsor the resolution Councilor Vigil Coppler just introduced.

Based on the information Councilors just got, she was disappointed no one notified us about how the Coalition's membership would move forward without Governing Body approval. It was supposed to go through the committees. It was a discussion item and then got taken off. So she was extremely disappointed and wanted to know how that came about. How it got pushed through without even any dialogue with the Governing Body.

Mayor Webber agreed to come back to it at the appropriate time.

Councilor Villarreal appreciated Staff putting together the plan on snow removal and thanked them getting it on social media.

Councilor Cassutt-Sanchez also thanked Staff for the plan. It was helpful to understand about our streets. This is our last meeting before election day. She voted at the fairgrounds and it was easy.

Councilor Lindell said, “Make sure to vote and a big thank you for the streets being taken care of so well. Stay safe.”

Councilor Garcia echoed that shout out to the Streets Team and for those who pick up recyclables and trash. “We had four inches at our house.”

To Councilor Villarreal he noted we have not passed the JPA. There was some misunderstanding on it. We are still doing background work and it will go through the committees soon.

Tomorrow night, we will work with committee member Tomás Rivera on housing resources. There is a lot of CARES Act money for those past due on rent or mortgage and he wanted to make sure we all know what is out there and who has the resources. MFA also has other resources and there are others. Get out and vote. Please don’t mail your ballot but drive to the County Clerk’s office or vote in person. Lines are getting shorter now. Be safe. It is cold and we have some icy roads. Have a safe Halloween. We will have a candy hunt at our house in costumes.

Councilor Rivera had nothing to communicate.

Councilor Abeyta asked to cosponsor renaming of Alto Park and thanks to Southwest Advocates for the voting site at the Southside Library.

Councilor Romero-Wirth said it has all been said.

Mayor Webber introduced a resolution adopting the “Impact fee Capital Improvements Plan 2021-2017 for Roads, Parks, Fire/EMS and Police” to update the City’s impact fee Capital Improvement Plan, Land Use Assumptions, and Impact Fees, as required by the State Development Fees Act, Section 5-8-30 NMSA 1978.

He also introduced an Ordinance Amending section n14-8.14€ to adopt a new impact fee schedule and to clarify appropriate land use categories as they relate to impact fee collection; and to establish an effective date.

Mayor Webber said the city has 46 new cases today. Rolling 7-day is 35-40 new per day. An article in the newspaper cited a direct correlation on masks and reduction of COVID and we need to be focused on it right now. Councilor Abeyta is carrying the message to young people on the south side to keep everyone safe. We must bend the curve. Please focus on reducing the spread right now.

He asked that we respect people who don't agree with us. We got reports of signs in the yard vandalized with spray paint. Let's show respect for each other and be united in our commitment to democracy. The country is badly divided and there are parts where cities are bracing for disruptions after the election. Let's not be that way in Santa Fe Please vote and understand that some people see the world in very different eyes and that does not make them your opponent.

20. **ADJOURN**

Having completed the agenda and with no further business to come before the Governing Body, the meeting was adjourned at 8:53 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
October 28, 2020

The Governing Body of the City of Santa Fe met in an executive session duly called on October 28, 2020 beginning at 5:45 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, Specifically a Quarterly Litigation Update to Include City of Santa Fe v. Purdue Pharma, et al., DNM No. 1:19-CV-01105; City of Albuquerque, et al. v. New Mexico Taxation & Revenue Dept., D-202-CV-2018-08036; and City v. Tyron Martin, et al., D-101-CV-2020-01298; 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, the Santa Fe Clay Building Located at the Santa Fe Railyard, and the B & G Club Building Located at 730 Alto Street.

PRESENT
Mayor Webber (Attended Virtually)
Councilor Abeyta (Attended Virtually) (Left at 7:08 p.m.)
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)
Mike Prinz, Assistant City Attorney (Attended Virtually – 5:45 p.m. – 6:11 p.m.)
Rich Brown, Community & Economic Development Director (Attended Virtually – 6:20 p.m. – 7:43 p.m.)
Andrea Salazar, Assistant City Attorney (Attended Virtually – 6:20 p.m. – 7:43 p.m.)

There being no further business to discuss, the executive session adjourned at 7:43 p.m.

Yolanda Y. Vigil, City Clerk

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 09/08/2020

ISSUE NO. 9C

Approval of Maintenance Agreement for Roadway Lighting at NM599- US 84/285 Interchange with the New Mexico Department of Transportation (NMDOT), (John Romero, Traffic Division Director, jjromero1@santafenm.gov 955-6638).

COMMITTEE REVIEW
Finance Committee (Scheduled) 09/21/2020
Governing Body (Scheduled) 09/30/2020

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Vigil Coppler. Approved unanimously to forward to 09/21/2020 Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/02/20
FOR CITY COUNCIL MEETING OF 11/10/20

c) Approval of Maintenance Agreement for Roadway Lighting at NM599- US 84/285 Interchange with the New Mexico Department of Transportation (NMDOT), (Regina Wheeler, Public Works Division Director, rawheeler@santafenm.gov, 955-6622)

Committee	**Review**:
Public Works & Utilities Committee:	09/08/2020
Finance Committee:	11/02/2020
Governing Body: 11/10/2020	

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

City of Santa Fe, New Mexico

memo

DATE: September 1, 2020

TO: Public Works Committee

FROM: John Romero, Acting Public Works Department Director JR

SUBJECT: **Maintenance Agreement for Roadway Lighting at NM 599 –US 84/285 Interchange**

ISSUE

The New Mexico Department of Transportation (NMDOT) is currently in the design phase of a project which will improve the ramp geometry at the NM 599 - US 84/285 interchange. As part of their design process, the NMDOT looks to executing and/or update roadway lighting maintenance agreements where applicable.

In this particular case, the proposed maintenance agreement updates an agreement the City already has with the NMDOT, although it does not change the terms. The City entered into a Road Exchange Agreement with NMDOT in 1989, which was amended in 1997 (attached). Under the terms of this Road Exchange Agreement the City agreed to maintain a all NMDOT street lights within the City limits. Section 2.1.1 of Exhibit A (page 12) of the original 1989 road exchange agreement explains that the City is responsible for the maintenance of "-Street Lighting (operating, repair, utilities, etc.)" on roadways identified under Section 3 of that agreement. This segment of roadway is identified under section 3.1.6 of the agreement. Section 2 of the proposed maintenance agreement assigns these same responsibilities to the City.

Approval of the proposed maintenance agreement will not increase any responsibility the City has with regards to the street lights at the NM 599-US 84/285 interchange. Execution of this agreement will not require any additional funding and/or City resources.

RECOMMENDED ACTION:

Approve the attached Maintenance Agreement for roadway lighting at the NM 599-US84/285 interchange, with the NMDOT.

If you have any questions or need any more information, feel free to contact me at 955-6638. Thank you.

N:\Traffic Engineering\Traffic Engineering Section\05-Street Lighting\NMDOT Lighting Agreements\NM 599\NM599-US 84-285\PWC 08-26-20.doc

Contract No.:_____

MAINTENANCE AGREEMENT

ROADWAY LIGHTING

This Agreement is between the **NEW MEXICO DEPARTMENT OF TRANSPORTATION** (Department), and the, **CITY OF SANTA FE** (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

RECITALS

Whereas, the Department contemplates the construction of a highway project within the boundaries of the Public Entity, identified as [fill in title of project], PN: S100430 CN: S100430 (Project);

Whereas, the Department and Public Entity agree with the need for installation of roadway lighting at the following location(s): NM599 to US84/285 interchange and ramps;

Whereas, the installation of the roadway lighting will promote traffic safety;

Whereas, the parties want to set forth their responsibilities on operation and maintenance of the roadway lighting.

Now therefore, pursuant to NMSA 1978, Section 67-3-28, the parties agree as follows:

1. The Department Shall:

a. Provide the necessary plans, designs and estimates and other documents required for the construction of the Project and cause the Project to be constructed in the manner provided by law.
b. Determine the design, provide and install new roadway lighting equipment with cabinet, concrete foundations, poles, luminaires, underground conduit, and conductor for complete roadway lighting.
c. Provide and install approximately 18, LED luminaires with full cutoff fixtures, on type V standards at NM599 to US84/285 interchange and ramps for a fully operational lighting system.
d. After construction is completed, provide the Public Entity as built drawings of the repairs to the roadway lights and a complete list of all parts and components, used including the brands and specifications.
e. After completion of the Project, allow the Public Entity to enter into the Department's right of way to perform maintenance as detailed in Section 2 below.

2. The Public Entity Shall:
After the roadway lighting system has been constructed:

a. Provide at its sole cost and expense all electrical energy.
b. Perform at its sole cost and expense any and all maintenance to keep the system operating, which includes luminaire replacement as well as replacement of all parts and components as a result of equipment failure, accidental damage and intentional damage, which includes vandalism.
c. Perform maintenance as detailed in this Section 2, to all parts and components, which includes and is not limited to poles or fixtures, conduits and wiring, and as provided by as-built drawings.
d. Replace all parts and components with the same kind, brand or performance for continued satisfactory operation of said roadway lighting system.

3. Term.
This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below.

4. Third Party Beneficiaries.
It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

5. New Mexico Tort Claims Act.
As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq*. This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

6. Scope of Agreement.
This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

7. Terms of this Agreement.
The terms of this Agreement are lawful; performance of all duties and obligations shall conform with and do not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

8. Equal Opportunity Compliance.
The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States shall, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

9. Appropriations and Authorizations.
The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement shall terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

10. Severability.
In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

11. Contingent on Project Being Let.
In the event that the Project is not let for any reason, this Agreement shall become null and void and shall create no obligation on any of the parties.

12. Applicable Law.
The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

13. Principal Contacts and Notices.
The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices shall be in writing (including notice by facsimile or E-mail) and shall be given to the principal contacts listed below.

Name: Paul Brasher, P.E.
Title District Engineer
Public Entity: New Mexico Department of Transportation
Address: P.O. Box 4127, Santa Fe, NM 87502
Office: 505-469-2194
E-mail: Paul.Brasher@state.nm.us

Name: John Romero
Title: Public Works Director
Public Entity: City of Santa Fe
Address: PO Box 909, Santa Fe, NM 87504-0909
Office: 505-955-6638
E-mail: jjromero1@santafenm.gov

14. Amendment
This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By:_____ Date: _____
Cabinet Secretary or Designee

Recommended by:

By:_____ Date: _____
State Traffic Engineer

By:_____ Date: _____
District Engineer

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By:_____ Date: _____
Assistant General Counsel

CITY OF SANTA FE

By:_____ Date: _____
Alan M. Webber, Mayor

Attest:

_____ Date:_____
Yolanda Y. Vigil, City Clerk

City Attorney's Office:
Marcos Martinez
Marcos Martinez (Sep 1, 2020 14:28 MDT)
_____ Date: Sep 1, 2020
Senior Assistant City Attorney

Approved for Finances:

_____
Mary T. McCoy, Finance Director

2020 09 01 S100430 NM599 to US84-285 Interchange

Final Audit Report 2020-09-01

Created:	2020-09-01
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAArES1MRybWgrdGVxZBIqfQSuXNI1-IRwH

"2020 09 01 S100430 NM599 to US84-285 Interchange" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-09-01 - 8:16:58 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-09-01 - 8:17:35 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-09-01 - 8:24:57 PM GMT- IP address: 97.123.6.58

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-09-01 - 8:28:11 PM GMT - Time Source: server- IP address: 97.123.6.58

Signed document emailed to jjromero1@santafenm.gov, Marcos Martinez (mdmartinez@santafenm.gov) and Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-09-01 - 8:28:11 PM GMT

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202172**

Contractor: **NMDOT Municipal Arterial Program Cooperative Project Agreement (CN L500429)**

Description: **Lighting Maintenance Agreement with the NMDOT for streetlights at the NM 599 - US 84/285 interchange.**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: _____ Term End Date: **N/A**

☑ 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)

3. **Procurement History:** **N/A**

Fran Dunaway (Sep 30, 2020 09:59 MDT) Sep 30, 2020

Purchasing Officer Review: Date:

Comment & Exceptions: Coop Agreement-NMDOT

4. **Funding Source:** **Municipal Arterial Program Funding** **Org / Object:** **1000416.514050**

Alexis Lotero (Sep 30, 2020 08:41 MDT) Sep 30, 2020

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **John Romero** Phone # **955-6638**

Email: **jjromero1@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: NMDOT (New Mexico Department of Transportation)

Procurement Title: NMDOT - MAP - Lighting Maintenance Agreement NMSA 1978, Sec 67-3-28

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☉

Exempt ☐ Request For Proposal (RFP) ☐ Invitation To Bid (ITB) ☐ Contract under 60K ☐ Contract over 60K ☐

Department Requesting Public Works Staff Name John Romero

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 Not a CMA but between City & State
☐	☉	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:

John Romero - Acting PW Department Director - 09/02/20

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 contract.

GB PWD-ENGR NMDOT - MAP Lighting Maintenance Agreement

Final Audit Report 2020-09-30

Created:	2020-09-15
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKpezIvwSiBFdXt5KWYzwFll-aJALxDFs

"GB PWD-ENGR NMDOT - MAP Lighting Maintenance Agreement" History

Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
2020-09-15 - 6:41:17 PM GMT- IP address: 63.232.20.2

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2020-09-15 - 6:47:57 PM GMT

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2020-09-23 - 7:25:48 PM GMT- IP address: 174.237.129.179

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2020-09-30 - 2:38:25 PM GMT- IP address: 104.47.65.254

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Signature Date: 2020-09-30 - 2:41:18 PM GMT - Time Source: server- IP address: 63.232.20.2

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2020-09-30 - 2:41:20 PM GMT

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2020-09-30 - 3:57:54 PM GMT- IP address: 104.47.64.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2020-09-30 - 3:59:08 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2020-09-30 - 3:59:08 PM GMT

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/02/20
FOR CITY COUNCIL MEETING OF 11/10/20

g) Request Approval of Capital Reallocation of 2018 GRT Bond for Parks Equipment & Machinery and Circle Drive Paving. (Melissa McDonald, Acting Parks Division Director, mamcdonald@santafenm.gov, 955-6840 and Mark Brooks, Streets & Drainage Project Administrator, mebrooks@santafenm.gov, 955-2404)

Committee	**Review:**
Public Works & Utilities Committee:	10/26/2020
Finance Committee:	11/02/2020
Governing Body: 11/10/2020	

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 10/26/2020
ISSUSE NO. 9C Request Approval of Capital Reallocation of 2018 GRT Bond for Parks Equipment & Machinery and Circle Drive Paving. (Melissa McDonald, Acting Parks Division Director, mamcdonald@santafenm.gov, 955-6840 and Mark Brooks, Streets & Drainage Project Administrator, mebrooks@santafenm.gov, 955-2404) **COMMITTEE REVIEW** Public Works and Utilities Committee: 10/26/20 Finance Committee: 11/02/20 Governing Body: 11/10/20
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Vigil Coppler. Approved to forward to 11/02/2020 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: **October 20, 2020**

TO: **Governing Body**

FROM: **Regina Wheeler, Public Works Director**

ACTION
Request Approval of Capital Reallocation of 2018 GRT Bond Funds for Parks Equipment & Machinery and Circle Drive Paving. (Melissa McDonald, Acting Parks Division Director, mamcdonald@santafenm.gov, 955-6840 and Mark Brooks, Streets & Drainage Project Administrator, mebrooks@santafenm.gov, 955-2404)

BACKGROUND AND SUMMARY:
Governing Body approved the reallocation of $6.5M of 2018 GRT Bond funds to a number of high priority capitalizable expenses on September 9, 2020. The source of the $6.5M was the Fire Station 2 construction project which is now on hold and savings from other 2018 GRT Bond projects. Since that reallocation occurred, additional needs have been identified and so another reallocation is recommended.

One of the projects funded by the reallocation was the GCCC Mezzanine project. Public Works has determined that there are GCCC specific CIP funds that can be used toward this project, so some of the 2018 GRT Bond funding can be reallocated and this project can still proceed. Therefore, funding for Circle Drive and Parks Equipment & Machinery will be moved from that project.

The residents on Circle Drive have completed the process outlined by Resolution 2006-118 (attached) to have this dirt road paved. The resolution requires that the residents pay a portion of the cost of paving and that the City pay a portion. The City's portion is $61,000. With approval of the reallocation, the paving project will be scheduled to occur in Spring 2021.

Acting Parks Division Director, Melissa McDonald met with Parks and MRC staff and found that some adjustments to the capital allocations were recommended to meet critical needs and provide better operational efficiency. A summary original and new allocations designated for Parks Vehicles, Equipment and MRC Equipment are shown in the table below. The specific equipment and justifications are listed on the attached spreadsheet. A net increase of $57,512 is sought for Parks and MRC.

Category	Original Allocation	Revised Allocation	Difference
Parks Vehicles	35,500.00	71,000.00	(35,500.00)
Park Equipment	532,900.00	522,412.00	10,488.00
Park Equipment - IE	-	2,500.00	(2,500.00)
MRC Equip	82,000.00	112,000.00	(30,000.00)
TOTAL			**(57, 512.00)**

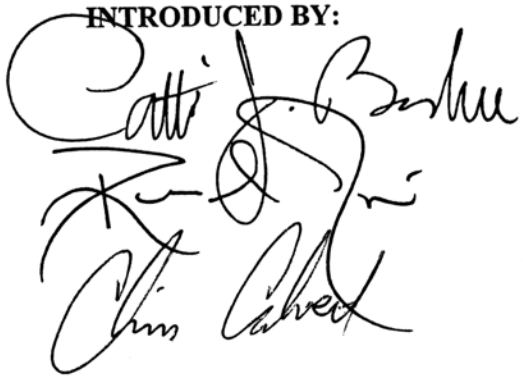
Attachments:
Resolution 2006-118
Detailed reallocation spreadsheet with changes from September 9, 2020 highlighted
BAR

FUNDING SOURCE:
See Attached BAR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2006-118

INTRODUCED BY:



A RESOLUTION

REPEALING RESOLUTION NO. 2003-92 AND READOPTING PROCEDURES FOR THE ASPHALT PAVING PROGRAM.

WHEREAS, on October 8, 2003, the governing body adopted Resolution No. 2003-92 establishing procedures for the asphalt paving program; and

WHEREAS, the governing body wishes to repeal and replace the procedures for the asphalt paving program because more clarification to interpretations and procedures are needed, as well as the need to address grant-funded paving projects; and

WHEREAS, each year the city public works department implements a street repaving program whereby existing, paved streets with cracked or otherwise distressed asphalt are milled and repaved; and

WHEREAS, the asphalt (cold) millings so generated are then stored and reprocessed, and made available for other purposes including laying on unpaved city streets through the city's recycled asphalt program; and

WHEREAS, during an average year 4000 cubic yards of cold millings are produced

through the city's repaving program which in turn can pave approximately 2.5 miles of roadway through the city's recycled asphalt paving program; and

WHEREAS, the public demand for participating in the city's asphalt paving program is especially high due to the drought because paved roads decrease dust; and

WHEREAS, the city occasionally receives grant or other funding to pave dirt roads; and

WHEREAS, the governing body desires to create an efficient and fair process for the asphalt paving program.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the following process is adopted for the asphalt paving program:

1. Neighborhood advocate approaches the public works department requesting that their existing dirt roadway be paved. Only sections of roadway that will be contiguous with an existing paved road will be considered.

2. Public works department distributes a ballot including probable costs to property owners whose property either abuts the street, directly accesses the street, or who have no other choice in getting to their property other than via the street being considered for paving. Property owners who may own more than one lot shall receive one ballot for each lot owned.

3. Property owners who respond in the affirmative to the paving ballot are responsible for one third of the costs of paving the road. If at least eighty percent of the property owners respond to the ballot in the affirmative agreeing to participate in the program, the public works department meets with the property owners to confirm support and to detail how the paving will be implemented. In addition, property owners must have functional driveway culverts, as determined by the public works department, or must provide them at their own expense.

4. Ballots not returned to the city, or ballots not returned by the established deadline shall be considered "no" votes.

5. Neighborhoods who participate in this program and who desire traffic calming to be implemented, such as but not limited to speed humps, shall apply separately to the city under the adopted traffic calming program procedures.

6. The public works department is then responsible for the following:

(a) Developing plans for paving;

(b) Collecting one third of the costs of the recycled paving from any combination of the property owners who voted in the affirmative to the ballot (the 1/3 funding shall be provided to the city prior to initiating procurement of a paving contractor);

(c) In the event the paving project is grant (or other) funded, collecting 1/3 of paving costs above and beyond the grant amount, which shall be borne by any combination of the property owners who voted in the affirmative to the ballot (and which shall be provided to the city prior to initiating procurement of a paving contractor);

(d) Ensuring that the project complies with the city's procurement code including committee/governing body approval and establishment of the budget as needed; and

(e) Contracting with a paving contractor through a state price agreement if practical to complete the work.

7. The asphalt paving program shall apply on a first come, first serve basis as neighborhoods obtain 80% approval and asphalt millings are available, subject to the city's Recycled Asphalt Paving Program funding availability.

PASSED, APPROVED, and ADOPTED this 27th day of September, 2006.

David Coss

DAVID COSS, MAYOR

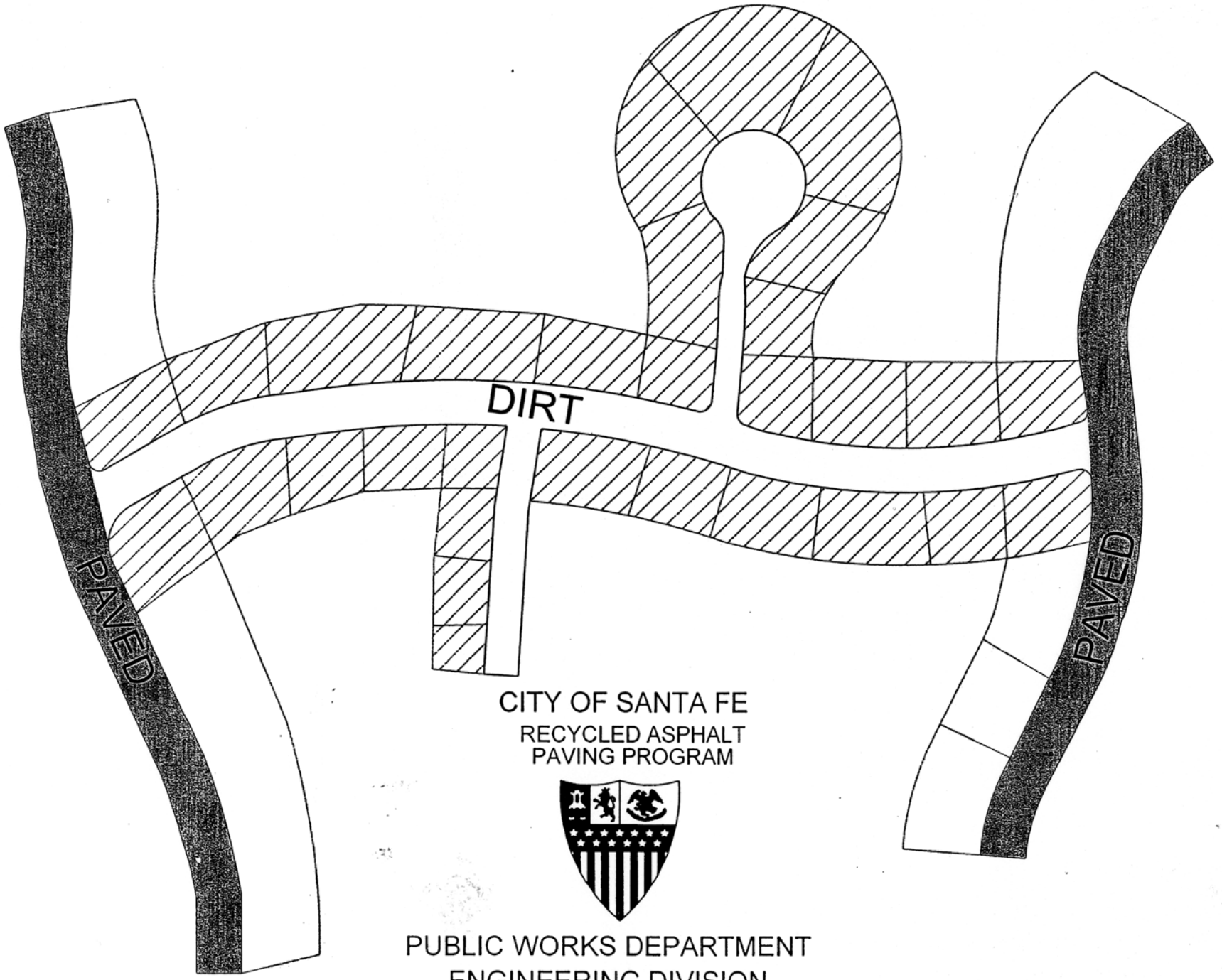
ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

FRANK KATZ, CITY ATTORNEY

Jpmb/shared drive/2006 res/asphalt program res



CITY OF SANTA FE

RECYCLED ASPHALT PAVING PROGRAM

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

M:\Engineering\01Projects\02 Minor Projects\RECYCLED ASPHALT PAVING PROGRAM\RECYCLED ASPHALT.dwg, 09/05/2006 1:21:55 PM

MUNIS PROJECT to use	MUNIS Org to Use	MUNIS Object to use	Division	Org	Org Title	Object	Object Title	Dpt Request	Justification	Expected Life Span (Years)	Change
GRT18SDM	3359980	530200	Streets	1000471	Streets & Drainage Maint	530200	Operating Supplies	$40,000	Asphalt and Concrete	3-5 years	
GRT18SDM	3359980	571000	Streets	1000471	Streets & Drainage Admin	571000	Vehicles > 1.5	$340,000	dump truck, 2 support vehicles, including snow plow and dump body	15 years	
GRT18SDM	3359980	570500	Streets	1000471	Streets & Drainage Admin	570500	Equipment & Machinery	$50,000	asphalt trailer	15 years	
GRT18SDM	3359980	570500	Streets	3306250	Streets & Drainage - Gas Tax	570500	Equipment & Machinery	$5,000	large flat bed trailer for hauling equipment	15 years	
GRT18SDM	3359980	570500	Streets	3306250	Streets & Drainage - Gas Tax	570500	Equipment & Machinery	$35,000	wheel lift	15 years	
GRT18SDM	3359980	572970	Streets	3306250	Streets & Drainage - Gas Tax	572970	WIP Construction	$61,000	Circle Drive paving matching funds	20 years	Added
GRT18FMD	3359980	570950	Facilities	3650432	Custodial Van	570950	Vehicles <1.5	$30,000	Replacement of Van recommended by Fleet	15 Years	
GRT18FMD	3359980	570950	Facilities	1000435	Maintenance Truck	570950	Vehicles <1.5	$45,000	Replacement of Truck recommended by Fleet	15 years	
GRT18FMD	3359980	520100	Facilities	3650432	Roof & Clerestory Replacement	520100	Rep and Maint Building/Structure	$1,403,000	Ft. Marcy Roof & Clerestory Replacement, City Hall Roof Coating, and other roofs, needed because current roofs and clerestories are beyond their useful life	20 Years	
GRT18FMD	3359980	520100	Facilities	1000435	Fire System Inspection & Repair Citywide	520100	Rep and Maint Building/Structure	$300,000	Contract to survey City's fire protection systems, develop ugrade design, and constnuct upgrades.	20 Years	
GRT18FMD	3359980	520100	Facilities	1000435	La Familia Maintenance	520100	Rep and Maint Building/Structure	$50,000	Facility upgrades at La Familia Medical Center	5 Years	
GRT18FMD	3359980	520400	Facilities	3650432	Citywide HVAC Repairs	520400	Rep & Maint Machince/Equipment	$150,000	GCCC Domestic Hot Water Heater, Southside Library Boilers, and HVAC upgrades.	20 years	
GRT18FMD	3359980	520100	Facilities	3650432	Ft. Marcy Mechanical Room Electric Repair	520100	Rep and Maint Building/Structure	$100,000	Ft. Marcy Mechanical Room Electric Repair and related work needed because equipment is unsafe	20 Years	
GRT18FMD	3359980	520100	Facilities	1000435	GCCC Mezzanine	520100	Rep and Maint Building/Structure	$581,488	GCCC Mezzanine ugrades.	20 Years	reduced by $118,512 - $61K for circle drive & remainder for Parks Equipment
GRT18FMD	3359980	520400	Facilities	3650432	Siler Sewer Line	520400	Rep & Maint Machince/Equipment	$80,000	Upgrade and replace Siler Sewer Line.	20 Years	
GRT18FMD	3359980	520100	Facilities	3650432	Miscellaneous Capital Improvements	520100	Rep and Maint Building/Structure	$100,000	Miscellaneous Capital Improvements	20 Years	
GRT18355L	3359980	572970	Fire		Public Safety Radio	572970	WIP Construction	$200,000	Additional funding needed to purchase radios	5 years	
GRT18EPM	3359980	530200	Engineering	1000412	Paint/Sign Operations/Maintenance	530200	Operating Supplies	$200,000	Pavement marking tape and roadway sign material to be installed by City staff.	5 Years	
GRT18EPM	3359980	572500	Engineering	1000412	Paint/Sign Operations/Maintenance	572500	Remodeling & Replacement	$200,000	Installation of pavement marking and roadway signs.	5 Years	
GRT18EPM	3359980	530200	Engineering	1000415	Signals Operations/Maintenance	530200	Operating Supplies	$450,000	Signal equipement replacement and upgrades.	25 Years	
GRT18EPM	3359980	571000	Engineering	1000415	Signals Operations/Maintenance	571000	Vehicles >1.5	$405,000	Replacement of 2 bucket trucks and 1 pickup truck as recommended by Fleet.	15 Years	
GRT18EPM	3359980	520150	Engineering	1000416	Traffic Engineering	520150	Rep and Maint System Equip	$100,000	Street light repair and replacement.	20 Years	
GRT18EPM	3359980	571700	Engineering		Harrison Road Sidewalk and lighting	571700	Improvements other than bldgs	$172,000	plan, design ROW acquisition and construct lighting and sidewalk improvements along Harrison Road from Cerrillos Rd to Agua Fria Rd	20 Years	
GRT18PKG	3359980	570500	Parking	5350453	Parking/Collections	570500	Inventory Exempt Equipment	$30,000	License Plate Recognition Equip/Software	10 years min.	
GRT18PKG	3359980	570500	Parking	5350454	Parking/Parking Collections	570500	Equipment & Machinery	$195,000	Current mechanical locks are worn out. New locks are needed to ensure that coins are collected.	12 years	
GRT18PKG	3359980	572500	Parking	5350455	Parking/Off-Street	572500	Remodeling & Replacement	$68,000	Refurbish Sandoval Elevator	10 - 15 years	
GRT18PKG	3359980	572500	Parking	5350455	Parking/Off-Street	572500	Remodeling & Replacement	$102,000	Refurbish (2) SFCCC Elevators	10 - 15 years	
GRT18PKG	3359980	570950	Parking	5350456	Parking/Maintenance	570950	Vehicles <1.5	$75,000	Replacement of Flat bed truck as recommended by fleet. Flat bed truck is required to spread snow melt and distribute barricades etc. for traffic control	15 years	
GRT18PRA	3359980	571000	Parks	1004150	Parks/Trails & Open space	571000	Vehicles > 1.5	$71,000	Two vehicles to replace non-functioning red-tagged city units for necessary safe transport of staff & equipment 8 needed but requesting 2 x $35,500 = $71,000	15 years	***from 1 vehicle to 2
GRT18PRA	3359980	570500	Parks	1004150	Parks/Trails & Open space	570500	Equipment & Machinery	$35,500	Toro Rake-O-Vac needed to replace non-working obsolete Toro Rake-O-Vac to pick up grass clippings & debris in parks after mowing; Not having this machinery results in inadequate penetration of water into the turf and brown patches.	10 years	description changed
GRT18PRA	3359980	570500	Parks	1004150	Parks/Trails & Open space	570500	Equipment & Machinery	$115,000	One small dump truck w/ plow & spreader; needed to replace old/non-operating Unit #632 Ford & #633 Kodiak Bobtail -6 yd. dump trucks (we need 2 but requesting 1) ($115,000 ea.)	10 years	
GRT18PRA	3359980	570500	Parks	1004150	Parks/Trails & Open space	570500	Equipment & Machinery	$96,755	Upgrade and replacement of central irrigation controller. Motorola central irrigation is old and obsolete and is starting to fail. This upgrade is needed to efficiently irrigate parks citywide. Includes computer, annual subscrition for Radio Repeater ($3K), annual software subscription ($750), and 5-park controllers (5/35 to be replaced over 5 year phase in plan).	10 years	added irrigation controller - savings with dumptruck
GRT18PRA	3359980	570500	Parks	1004150	Parks/Trails & Open space	570500	Equipment & Machinery	$72,110	Bobcat 5600 tractor with mower/sweeper/snowplow attachment for trails	10 years	added bobcat (removed motor grader $245K & backhoe $137,400)
GRT18PRA	3359980	570500	Parks	1004150	Parks/Trails & Open space	570500	Equipment & Machinery	$37,377	Three John Deere 72" deck mowers to replace irreparable Mowers used citywide in parks, roadsides, trails, and medians.	10 years	added deck mower (removed motor grader $245K & backhoe $137,400)
GRT18PRA	3359980	570500	Parks	1004150	Parks/Trails & Open space	572400	Inventory Exempt Equipment & Mach	$2,500	Exhaust fan for greenhouse	10 years	added exhaust (removed motor grader $245K & backhoe $137,400)
GRT18PRA	3359980	570500	Parks	1004150	Parks/Trails & Open space	570500	Equipment & Machinery	$165,670	Two John Deere commercial wide area mowers w/ extra wide trailers. These mowers are needed for the mowing of all large turf areas of in city parks including all regional parks. They will replace old unrepairable large area mowers.	10 years	added mowers (removed motor grader $245K & backhoe $137,400)
GRT18MRC	3359980	570500	MRC	1004150	MRC Golf Course	570500	Equipment & Machinery	$30,000	1-1000 gal for diesel to replace rusted tank at golf course; 1- 500 gal unleaded/diesel for MRC soccer valley	10 years	added tank (removed motor grader $245K & backhoe $137,400)
GRT18MRC	3359980	570500	MRC	5300271	MRC Golf Course	570500	Equipment & Machinery	$82,000	John Deere 8700A Precision Cut Fairway Mower needed to replace old/non-functioning Jacobsen Turf King Mower FA#2795; Unit #F-06	10 years	
GRT18MPO	3359980	510300	Transit/MPO					$225,000			
								$6,500,400			

Log # *{Finance use only}*:	
Batch # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Public Works/CIP	10/13/2020

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Machinery & Equipment	3359980	570500	GRT18MRC	30,000	
Vehicles < 1.5	3359980	571000	GRT18PRA	35,500	
Inventory Exempt	3359980	572400	GRT18PRA	2,500	
Machinery & Equipment	3359980	570500	GRT18PRA		(10,488)
WIP Construction	3359980	572970	GRT18SDM	61,000	
R&M Buildings and Structures	3359980	520100	GRT18FDM		(118,512)
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 129,000	$ (129,000)

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

TBAR to reallocate 2018 GRT bond savings

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
335	0
TOTAL:	**0**

Emily Pisula — 10/13/2020
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date
10/19/2020
Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Orignal - approved GB 9/9/2020 - Item #10-J

MUNIS PROJECT to use	MUNIS Org to Use	MUNIS Object to use		Division	Org	Org Title	Object	Object Title	Dpt Request	Justification	Expected Life Span (Years)
GRT18SDM	3359980	530200		Streets	1000471	Streets & Drainage Maint	530200	Operating Supplies	$40,000	Asphalt and Concrete	3-5 years
GRT18SDM	3359980	571000		Streets	1000471	Streets & Drainage Admin	571000	Vehicles > 1.5	$340,000	dump truck, 2 support vehicles, including snow plow and dump body	15 years
GRT18SDM	3359980	570500		Streets	1000471	Streets & Drainage Admin	570500	Equipment & Machinery	$50,000	asphalt trailer	15 years
GRT18SDM	3359980	570500		Streets	3306250	Streets & Drainage - Gas Tax	570500	Equipment & Machinery	$5,000	large flat bed trailer for hauling equipment	15 years
GRT18SDM	3359980	570500		Streets	3306250	Streets & Drainage - Gas Tax	570500	Equipment & Machinery	$35,000	wheel lift	15 years
GRT18FMD	3359980	570950		Facilities	3650432	Custodial Van	570950	Vehicles <1.5	$30,000	Replacement of Van recommended by Fleet	15 Years
GRT18FMD	3359980	570950		Facilities	1000435	Maintenance Truck	570950	Vehicles <1.5	$45,000	Replacement of Truck recommended by Fleet	
GRT18FMD	3359980	520100		Facilities	3650432	Roof & Clerestory Replacement	520100	Rep and Maint Building/Structure	$1,403,000	Ft. Marcy Roof & Clerestory Replacement, City Hall Roof Coating, and other roofs, needed because current roofs and clerestories are beyond their useful life	20 Years
GRT18FMD	3359980	520100		Facilities	1000435	Fire System Inspection & Repair Citywide	520100	Rep and Maint Building/Structure	$300,000	Contract to survey City's fire protection systems, develop ugrade design, and construct upgrades.	20 Years
GRT18FMD	3359980	520100		Facilities	1000435	La Familia Maintenance	520100	Rep and Maint Building/Structure	$50,000	Facility upgrades at La Familia Medical Center	5 Years
GRT18FMD	3359980	520400		Facilities	3650432	Citywide HVAC Repairs	520400	Rep & Maint Machince/Equipment	$150,000	GCCC Domestic Hot Water Heater, Southside Library Boilers, and HVAC upgrades.	
GRT18FMD	3359980	520100		Facilities	3650432	Ft. Marcy Mechanical Room Electric Repair	520100	Rep and Maint Building/Structure	$100,000	Ft. Marcy Mechanical Room Electric Repair and related work needed because equipment is unsafe	20 Years
GRT18FMD	3359980	520100		Facilities	1000435	GCCC Mezzanine	520100	Rep and Maint Building/Structure	$700,000	GCCC Mezzanine upgrades.	20 Years
GRT18FMD	3359980	520400		Facilities	3650432	Siler Sewer Line	520400	Rep & Maint Machince/Equipment	$80,000	Upgrade and replace Siler Sewer Line.	20 Years
GRT18FMD	3359980	520100		Facilities	3650432	Miscellaneous Capital Improvements	520100	Rep and Maint Building/Structure	$100,000	Miscellaneous Capital Improvements	20 Years
GRT18355L	3359980	572970		Fire		Public Safety Radio	572970	WIP Construction	$200,000	Additional funding needed to purchase radios	5 years
GRT18EPM	3359980	530200		Engineering	1000412	Paint/Sign Operations/Maintenance	530200	Operating Supplies	$200,000	Pavement marking tape and roadway sign material to be installed by City staff	5 Years
GRT18EPM	3359980	572500		Engineering	1000412	Paint/Sign Operations/Maintenance	572500	Remodeling & Replacement	$200,000	Installation of pavement marking and roadway signs.	5 Years
GRT18EPM	3359980	530200		Engineering	1000415	Signals Operations/Maintenance	530200	Operating Supplies	$450,000	Signal equipement replacement and upgrades.	25 Years
GRT18EPM	3359980	571000		Engineering	1000415	Signals Operations/Maintenance	571000	Vehicles >1.5	$405,000	Replacement of 2 bucket trucks and 1 pickup truck as recommended by Fleet	15 Years
GRT18EPM	3359980	520150		Engineering	1000416	Traffic Engineering	520150	Rep and Maint System Equip	$100,000	Street light repair and replacement.	20 Years
GRT18EPM	3359980	571700		Engineering		Harrison Road Sidewalk and lighting	571700	Improvements other than bldgs	$172,000	plan, design ROW acquisition and construct lighting and sidewalk improvements along Harrison Road from Cerrillos Rd to Agua Fria Rd	20 Years
GRT18PKG	3359980	570500		Parking	5350453	Parking/Collections	570500	Inventory Exempt Equipment	$30,000	License Plate Recognition Equip/Software	10 years min.
GRT18PKG	3359980	570500		Parking	5350454	Parking/Parking Collections	570500	Equipment & Machinery	$195,000	Current mechanical locks are worn out. New locks are needed to ensure that coins are collected.	12 years
GRT18PKG	3359980	572500		Parking	5350455	Parking/Off-Street	572500	Remodeling & Replacement	$68,000	Refurbish Sandoval Elevator	10 - 15 years
GRT18PKG	3359980	572500		Parking	5350455	Parking/Off-Street	572500	Remodeling & Replacement	$102,000	Refurbish (2) SFCCC Elevators	10 - 15 years
GRT18PKG	3359980	570950		Parking	5350456	Parking/Maintenance	570950	Vehicles <1.5	$75,000	Replacement of Flat bed truck as recommended by fleet. Flat bed truck is required to spread snow melt and distribute barricades etc. for traffic control	15 years
GRT18PRA	3359980	571000		Parks	1004150	Parks/Trails & Open space	571000	Vehicles > 1.5	$35,500	(1) support vehicles to replace non-functioning red-tagged city units & necessary to transport staff & equipment safely (8) needed but requesting (1) x $35,500 = $35,500	15 years
GRT18PRA	3359980	570500		Parks	1004150	Parks/Trails & Open space	570500	Equipment & Machinery	$35,500	Toro Rake-O-Vac needed to replace on-working obsolete Toro Rake-O-Vac. to pick up grass clippings & debris in parks after mowing; not having this machinery causes in adequate penetratoin of water into the turf.	10 years
GRT18PRA	3359980	570500		Parks	1004150	Parks/Trails & Open space	570500	Equipment & Machinery	$115,000	(1) Small Dumptruck with Plow & Spreader; needed to replace old/non operating Unit #632 Ford & #633 Kodiak bobtail 6 yd. dump trucks (need 2 but requesting) ($115,000 ea)	10 years
GRT18PRA	3359980	570500		Parks	1004150	Parks/Trails & Open space	570500	Equipment & Machinery	$245,000	Motor Grader needed to replace 1980 model in parks inventory	10 years
GRT18PRA	3359980	570500		Parks	1004150	Parks/Trails & Open space	570500	Equipment & Machinery	$137,400	Back hoe to replace old John Deere Unit #634 back-hoe in parks inventory	10 years
GRT18MRC	3359980	570500		MRC	5300271	MRC Golf Course	570500	Equipment & Machinery	$82,000	John Deere 8700A Precision Cut Fairway Mower needed to replace old/non-functioning Jacobsen Turf King Mower FA#2795; Unit #F-06	10 years
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GRT18PRA	3359980	570500		Parks	1004150	Parks/Trails & Open space	570500	Equipment & Machinery	$96,755	Upgrade and replacement of central irrigation controller. Motorola central irrigation is old and obsolete and is starting to fail. This upgrade is needed to efficiently irrigate parks citywide. Includes computer, annual subscrition for Radio Repeater ($3K), annual software subscription ($750), and 5-park controllers (5/35 to be	10 years	added irrigation controller - savings with dumptruck
GRT18PRA	3359980	570500		Parks	1004150	Parks/Trails & Open space	570500	Equipment & Machinery	$72,110	Bobcat 5600 tractor with mower/sweeper/snowplow attachment for trails	10 years	added bobcat (removed motor grader $245K & backhoe $137,400)
GRT18PRA	3359980	570500		Parks	1004150	Parks/Trails & Open space	570500	Equipment & Machinery	$37,377	Three John Deere 72" deck mowers to replace irreparable Mowers used citywide in parks, roadsides, trails, and medians.	10 years	added deck mower (removed motor grader $245K & backhoe $137,400)
GRT18PRA	3359980	570500		Parks	1004150	Parks/Trails & Open space	572400	Inventory Exempt Equipment & Mac	$2,500	Exhaust fan for greenhouse	10 years	added exhaust (removed motor grader $245K & backhoe $137,400)
GRT18PRA	3359980	570500		Parks	1004150	Parks/Trails & Open space	570500	Equipment & Machinery	$165,670	Two John Deere commercial wide area mowers w/ extra wide trailers. These mowers are needed for the mowing of all large turf areas of in city parks including all regional parks. They will replace old unrepairable large area mowers	10 years	added mowers (removed motor grader $245K & backhoe $137,400)
GRT18MRC	3359980	570500		MRC	1004150	MRC Golf Course	570500	Equipment & Machinery	$30,000	1-1000 gal for diesel to replace rusted tank at golf course; 1- 500 gal unleaded/diesel for MRC soccer valley	10 years	added tank (removed motor grader $245K & backhoe $137,400)
GRT18MRC	3359980	570500		MRC	5300271	MRC Golf Course	570500	Equipment & Machinery	$82,000	John Deere 8700A Precision Cut Fairway Mower needed to replace old/non-functioning Jacobsen Turf King Mower FA#2795; Unit #F-06	10 years	
GRT18MPO	3359980	510300		Transit/MPO					$225,000			
									$6,500,400			

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 11/04/2020
FOR CITY COUNCIL MEETING OF 11/10/2020

ISSUE:
Request for the Approval of a Memorandum of Agreement with Santa Fe County for coordinating health and human service provider navigation services through the CONNECT network. (Kyra Ochoa, Director, Community Services Department, krochoa@santafenm.gov, 955-6603)

Committee Review:
Finance Committee: 11/02/20
Quality of Life Committee: 11/04/20
Governing Body: 11/10/20

QUALITY OF LIFE COMMITTEE ACTION: approved on consent

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Governing Body

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR RIVERA	X		
COUNCILOR GARCIA	X		
COUNCILOR CASSUTT-SANCHEZ	X		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/02/20
FOR CITY COUNCIL MEETING OF 11/10/20

d) Request for the Approval of a Memorandum of Agreement with Santa Fe County for coordinating health and human service provider navigation services through the CONNECT network. (Kyra Ochoa, Director, Community Services Department, krochoa@santafenm.gov, 955-6603)

Committee	**Review:**
Finance Committee:	11/02/20
Quality of Life Committee:	11/04/20
Governing Body: 11/10/20	

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

City of Santa Fe, New Mexico
Memorandum

DATE: **August 24, 2020**

TO: **Alan Webber, Mayor**

VIA: **Jarel LaPan Hill, City Manager**
Mary McCoy, Finance Director
Fran Dunaway, Chief Procurement Officer

FROM: **Kyra Ochoa, Community Services Director**

ITEM AND ISSUE:
Request for the Approval of a Memorandum of Agreement with Santa Fe County for coordinating health and human service provider navigation services through the CONNECT network. (Kyra Ochoa, Director, Community Services Department, krochoa@santafenm.gov, 955-6603)

BACKGROUND AND SUMMARY:
CONNECT is a network of navigators at clinics, community organizations, and city and county programs, which shares a vision that all Santa Fe City and County residents regardless of income have access to high quality health care and are linked to the resources they need for health and well-being. Navigators are community health workers, volunteers, or social workers who link people to services and resources in our community. Agencies in the network are connected through a shared technology platform enabling navigators to send and receive secure electronic referrals, address residents' social needs, and improve individual and community health.

Non-medical needs such as secure housing, utilities, reliable transportation, nutritious food, and safe physical and social environments are key to health and well-being. CONNECT works with partners by breaking down communication and funding silos and fostering relationships between health and social service providers as well as those between residents seeking assistance and the navigators who guide them through the system. These relationships are the essence of CONNECT.

In January, 2018, the network included three Federally Qualified Health Clinics and eight nonprofit community service organizations and programs. In the following year and a half, the network grew and added an additional 14 community service organizations and had 60 navigators in all. As of July 2019, the City of Santa Fe joined the County as a partner, bringing twenty navigators from thirteen community organizations. This fall, family and youth-serving agencies funded through the Children and Youth Commission will increase the network to over 120 navigators in 70 programs at an array of agencies funded by the City and County.

Stakeholders meet regularly to define best practices and benchmarks for success in meeting social needs. All network navigators are linked by a common software platform called Unite Us, which they use to make referrals for services and goods in and out of network and which allows for on-line and in-real-time data sharing, communication and reporting.

The MOA formalizes and outlines the City County partnership going forward.

PROCUREMENT METHOD:
N/A.

CONTRACT NUMBER:
The FY20 Munis contract number is 3202145.

FUNDING SOURCE:
N/A.

The funding source is:
Fund Name/Number: N/A.
Munis Org Name/Number: N/A.
Munis Object Name/Number: N/A.

ACTION REQUESTED:
Community Services respectfully requests your review and approval.

MEMORANDUM OF AGREEMENT
BETWEEEN SANTA FE COUNTY AND THE CITY OF SANTA FE
REGARDING "CONNECT", AN ACCOUNTABLE HEALTH COMMUNITY

THIS MEMORANDUM OF AGREEMENT is entered into on this _____ day of _____, 2020, by and between the CITY OF SANTA FE, a municipal corporation ("CITY"), and SANTA FE COUNTY, a political subdivision of the state of New Mexico ("COUNTY").

RECITALS

WHEREAS, the City of Santa Fe and Santa Fe County Community Services Departments share a common vision of connecting all residents of the City and County, especially the most in need, with the resources key to improving health and wellbeing; and

WHEREAS, a quality health and wellbeing system promotes a healthy community by improving the health of populations, improving the patient system of care, and reducing the per capita cost of health care, and no single government or non-government entity is accountable for achieving a healthy community;[1] and

WHEREAS, the City and Santa Fe County are dedicated to achieving a healthy community by promoting an Accountable Health Community model, which is a structured, cross-sectoral alliance of healthcare, public health, social services and other organizations that plan and implement strategies to improve population health and health equity for all its residents; and

WHEREAS, the model is designed to strategically leverage resources across sectors, presenting opportunities to improve population health, reduce costs, and enhance access to and quality of care;[2] and

WHEREAS, the City and the County define population health as the health outcomes of all people in Santa Fe County and recognize that population health outcomes are the product of multiple *determinants* of health, including policies, clinical and public health care, genetics, behaviors (e.g., smoking, diet, and treatment adherence), social factors (e.g., housing, employment, education, and poverty), environmental factors (e.g., occupational, food, and water safety), and the distribution of disparities in the population;[3] and

WHEREAS, the City and the County's governing bodies endorse the Accountable Health Community model and seek to improve health, improve behavioral health, improve safety, and promote more equitable access to opportunities for realizing the full potential of all people in Santa Fe County; and

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[1] Institute for Healthcare Improvement, Triple Aim: http://www.ihi.org/Engage/Initiatives/TripleAim/Pages/default.aspx

[2] Prevention Institute, Accountable Communities for Health: https://www.preventioninstitute.org/projects/accountable-communities-health-ach

[3] Association of State and Territorial Health Organizations: https://www.astho.org/Health-Systems-Transformation/Medicaid-and-Public-Health-Partnerships/Learning-Series/Public-Health-and-Population-Health-101/

WHEREAS, the City's Community Services Department provides and coordinates services with Santa Fe County's Community Services Department, and both coordinate with state and other partners to address the determinants of health in order to promote a healthy community; and

WHEREAS, the County's and the City's Community Services Departments have both embarked on creating a single network of providers connected by "navigators", professionals who screen for social needs which impact health and wellbeing including access to housing, food, transportation, utilities, and interpersonal safety and who work to connect clients with needed resources; and

WHEREAS, a key feature of creating this network of better-connected health and human services providers in the community is to connect residents with needed resources; and

WHEREAS, there exists a need for a common tool whereby aggregate data on those residents screened and navigated through the health and human services system and the activities of those agencies serving them can be tracked to establish the scope of social needs and impact of services rendered to mitigate those needs; and

WHEREAS, the City of Santa Fe Community Services Department, via its Human Services Committee, Children and Youth Commission, and other City of Santa Fe funding boards, contracts with many of the same providers with which Santa Fe County contracts in order to provide both safety net and navigation services; and

WHEREAS, both departments seek to create a better-connected network of health and human service providers in Santa Fe so that residents can access resources such as housing, food, transportation, utilities, interpersonal safety, education, childcare and employment; and

WHEREAS, both departments envision the network they create in Santa Fe County growing throughout the state and acting as a model for other communities in New Mexico seeking to improve the health and wellbeing of their residents; and

WHEREAS, the City and Santa Fe County desire to formalize an agreement to effect a coordinated network of health and human services providers providing "navigation" to residents of the City and County, the purpose of which is to help residents access resources related to health care, housing, food, transportation, utilities, interpersonal safety, and other social determinants of health to be known as "Connect"; and

WHEREAS, the City and County desire to name this network "Connect".

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES:

1. PURPOSE. The City of Santa Fe Community Services Department and the Santa Fe County Community Services Department (collectively the "Departments") agree to jointly create and support Connect, the network of health and human services providers who collectively serve the most vulnerable people in the City and County with a goal of enacting a model of care coordination that may be supported by state, federal, and private funders and replicated statewide.

2. **SCOPE.** The Departments agree to coordinate on: 1) collecting data via the same tool, a software system to assess the aggregate number of residents served by internal programs and community partner grantees and the impact of navigation and referrals on health outcomes, as well as which social needs go unmet in the County; 2) a communication strategy about Connect for the navigator network, funded agencies, current and potential partners, and the public; 3) strategies for growing the network and developing state and other funding sources for Connect.

3. **TERM.** This Memorandum of Agreement ("Agreement") shall remain in effect until terminated by either party pursuant to Article 4 below.

4. **TERMINATION.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least 30 days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

5. **LIABILITY.** Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of this Agreement.

6. **NEW MEXICO TORT CLAIMS ACT.** Any liability incurred by the City or the County 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 the County and their "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

7. **THIRD PARTY BENEFICIARIES.** By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the County. 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. **ASSIGNMENT.** Neither the City nor the County shall assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the other party.

9. **AMENDMENT.** This Agreement shall not be altered, changed, or amended except by instrument in writing.

IN WITNESS WHEREOF, the parties set their hands.

CITY OF SANTA FE:

_____ _____

ALAN M. WEBBER, MAYOR DATE

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

DATE

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 8, 2020 09:09 MDT)

Jun 8, 2020

SENIOR
ASSISTANT
CITY ATTORNEY

DATE

APPROVED FOR FINANCES:

MARY M. MCCOY
FINANCE DIRECTOR

DATE

SANTA FE COUNTY:

Katherine Miller
Santa Fe County Manager

5·28·2020
Date

Approved as to form:

Roberta D. Joe for G.S.S.

May 26, 2020

Gregory S. Shaffer
Santa Fe County Attorney

Date

Finance Department:

5/27/2020

Yvonne S. Herrera
Finance Director

Date

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202145**

Contractor: **Santa Fe County**

Description: **Memorandum of Agreement for coordinating health and human service provider navigation services through the CONNECT network.**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **Upon Signature** Term End Date: **Indefinite**

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ **N/A**

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)

3. **Procurement History:** **N/A**

Fran Dunaway (Sep 30, 2020 10:09 MDT)

Purchasing Officer Review: Sep 30, 2020 Date:

Comment & Exceptions: MOA

4. **Funding Source:** **N/A** **Org / Object:** **N/A**

Alexis Lotero (Sep 30, 2020 08:49 MDT)

Budget Officer Approval: Sep 30, 2020 Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Kent DeYoung** Phone # **505-955-6568**

Email: **kddeyoung@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: Memorandum of Agreement for navigation services through the CONNECT network

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☒ *N/A*

Exempt ☐ *Request For Proposal (*RFP) ☐ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting Community Services Staff Name Kyra Ochoa

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:

Kent DeYoung — Administrative Manager — 08/24/2020
Department Rep Printed Name (attesting that all information included) — Title — Date

Fran Dunaway, CFO 9/30/20
Fran Dunaway (Sep 30, 2020 10:09 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 QUALITY OF LIFE COMMITTEE MEETING OF 11/04/2020
FOR CITY COUNCIL MEETING OF 11/10/2020

ISSUE:

Request for the Approval of a Sole Source Vendor for a 4 year term in the Total Amount of $224,424.96 for Oliver Food Products food trays and seal lidding. Oliver Food Products; Gino Rinaldi, Senior Services Division Director earinaldi@santafenm.gov : 505-955-4710

Committee Review:
Finance Committee: 11/02/2020
Quality of Life: 11/04/2020
Governing Body: 11/10/2020

QUALITY OF LIFE COMMITTEE ACTION: approved on consent

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Governing Body

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR RIVERA	X		
COUNCILOR GARCIA	X		
COUNCILOR CASSUTT-SANCHEZ	X		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/02/20
FOR CITY COUNCIL MEETING OF 11/10/20

e) Request for the Approval of a Sole Source Vendor for a 4 year term in the Total Amount of $224,424.96 for Oliver Food Products food trays and seal lidding. Oliver Food Products; Gino Rinaldi, Senior Services Division Director earinaldi@santafenm.gov : 505-955-4710

Committee	**Review:**
Finance Committee:	11/02/2020
Quality of Life:	11/04/2020
Governing Body: 11/10/2020	

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

City of Santa Fe, New Mexico
Memorandum

DATE: **October 21, 2020**

TO: **Finance Committee/Quality of Life Committee/Governing Body**

VIA: **Gino Rinaldi, Senior Services Division Director**
Yvette Sweeney, Nutrition Program Manager

FROM: **Enrique De Lora, Inventory Supervisor**

ITEM AND ISSUE:
Request for the Approval of purchase of paper Meals on Wheels trays in the Total Amount of $224,424.96 for Oliver Products-Food Trays and Seal Lidding, Four Year Term; Oliver Products Company; Enrique De Lora, esdelora@santafenm.gov, 505-955-4750

BACKGROUND AND SUMMARY:
The DSS annually requests the approval to purchase our Meals on Wheels trays and dessert cups from Oliver Products Company, located in Walker, Michigan. After researching through our various vendors, we have found that Oliver Products is the only vendor who provides this new innovated paper Meals on Wheels trays in the nation.

Our experience with this product has been satisfying as well as beneficial with the delivery of our home delivered meals. Beneficial features of this product include shrink wrapping the meal with a clear plastic cover which seals the entire meal, avoiding any spillage between any food items.

Additionally, Oliver Products provides our program free of charge with their machines to complete the process of sealing Meals on Wheels trays and in return our program purchases product from Oliver Products. This product provides state of the art technology to ensure compliance when transporting/delivering meals as mandated by our funding source the Area Agency on Aging as well as the Environmental Department. With the shrink wrap seal process, this new tray product will maintain food temperature longer during the delivery period as mandated by the aforementioned Agencies.

PROCUREMENT METHOD:
The Procurement Method is Sole Source. Posted online for 30 days on 09/15/2020. Signed by Fran Dunaway on 10/16/2020.

FUNDING SOURCE:

The funding source is:
Fund Name/Number: General Fund/Fund 241
Munis Org Name/Number: Senior Nutrition Programs/2410114
Munis Object Name/Number: Operating Supplies/530200

ACTION REQUESTED:
Department Name respectfully requests your review and approval.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Oliver Products Company

Procurement Title: Oliver Products Company 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/Senior Services Staff Name Anya Alarid

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:

Anya Alarid — Project Administrator — 10/21/2020

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

Fran Dunaway (Oct 21, 2020 14:35 MDT) 10/21/20

Purchasing Officer (attesting that all information is reviewed) — Title — Date

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

City of Santa Fe, New Mexico

SOLE SOURCE REQUEST AND DETERMINATION FORM

This sole source request form must be submitted to the City of Santa, Purchasing Division for authorization, determination and processing by the Chief Procurement Officer (CPO).

Please ensure to complete this form in its entirety - (*) must be completed.

***Date:** 09/11/2020

***Prepared By:** Enrique De Lora ***Title:** Inventory Supervisor

***Vendor Name:** Oliver Packaging and Equipment Company

***Address:** 3236 Wilson Drive NW

***City:** Walker ***State:** MI ***Zip Code:** 49534

***Description of Goods/Service to be procured:**

***Estimated Cost:** $224,424.96

Term of Contract: (One (1) year from award) Four years from award

***Sole Source Request Justification Questions 1-4.**

1. **Explain the purpose/need of purchase. Ensure to include a thorough scope of work for the services, construction or items of tangible personal property (if this is an amendment request to an existing contract, attach current contract).**

After conducting a complete search of available sources and consulting with various vendors, there is only one source for this required service. Oliver Packing and Equipment provides the sealing machines and maintenance while purchasing their items. We have found that other vendors do not provide machines or maintenance and require us to purchase current machines as they become outdated.

City of Santa Fe, New Mexico

2. **Provide a detailed explanation of the criteria developed and specified by the department as necessary to perform and/or fulfill the contract.**

[X] **The contractor has affirmed sole source for the services, construction or items of tangible personal property *(Attach memo from vendor)*. Provide documentation of due diligence for other possible vendors/contractors to provide the requested services/goods proved unsuccessful; or**

[ ] **Other: explanation of the reasons, qualifications, proprietary rights or unique capabilities (*unique and how this uniqueness is substantially related to the intended purpose of the contract)* of the prospective contractor that makes the prospective contractor *the one source* capable of providing the required professional service, service, construction or item(s) of tangible personal property. (Please do not state the source is the "best" source or the "least costly" source. Those factors do not justify a "sole source.") U*nique and how this uniqueness is substantially related to the intended purpose of the contract.***

N/A

3. **Explain why other similar professional services, services, construction or item(s) of tangible personal property *cannot* meet the intended purpose of the contract.**

Various vendors such as Ben E. Keith Foods, Shamrock Foods, Sysco Foods, Just the Best, and Sobien's will provide Oliver trays with a 30% increase on top of what we currently pay ordering directly from Oliver Packaging and Equipment Company. Webstaurant Store provides a similar 3-compartment tray (lids purchased separately) for $97.28 per case (250) trays which comes out to $.39 a tray whereas Oliver's 3-compartment tray (film included) is $198.22 per case (800) trays which comes out to $.25 a tray.

City of Santa Fe, New Mexico

***Approvals:**

Based on the above facts, the City of Santa Fe Purchasing Officer has made the determination that the justification for a Sole Source procurement is in accordance with the State Procurement Code, Section 13-1-126 Sole source procurement., NMSA 1978 and shall be posted for a 30-day period prior to award.

Fran Dunaway (Sep 15, 2020 14:49 MDT) Sep 15, 2020

Fran Dunaway, CPO Date
Purchasing Officer for the
City of Santa Fe

Pursuant to the State Procurement Code, Section 13-1-126 Sole source procurement., 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 (Oct 16, 2020 09:46 MDT) Oct 16, 2020

Fran Dunaway, CPO **Date**
Purchasing Officer for the
City of Santa Fe

****Required Attachments:***

- ****Letter from Contractor acknowledging they are the only source (on their business letterhead and signed by the head of business or financial operations),***
- ****Quote from sole source Contractor***
- ****Agenda Item to be presented to City Council if over $60,000 for Professional Services and $60,000 for Goods and Non-Professional Services***

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/19/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA INC
1717 Arch Street
Philadelphia, PA 19103
Attn: Philadelphia.Certs@marsh.com Fax: 212.948.0360

CN101419387-ALL-GAWU-20-21

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : ACE Fire Underwriters Insurance Company	20702
INSURER C : Indemnity Insurance Company of North America	43575
INSURER D : ACE Property & Casualty Insurance Company	20699
INSURER E :	
INSURER F :	

INSURED
OLIVER PACKAGING & EQUIPMENT COMPANY
3236 Wilson Dr. NW
Walker, MI 49534

COVERAGES **CERTIFICATE NUMBER:** CLE-006515186-03 **REVISION NUMBER:** 1

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			HDOG71565373	01/01/2020	01/01/2021	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			ISAH25291001	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
D	X UMBRELLA LIAB X OCCUR			XOO G27931340 005	01/01/2020	01/01/2021	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLRC66044853 (AOS)	01/01/2020	01/01/2021	X PER STATUTE OTH-ER	
B	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N	N/A		SCFC66044890 (WI)	01/01/2020	01/01/2021	E.L. EACH ACCIDENT	$ 2,000,000
A	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLRC66044816 (AZ,CA,MA)	01/01/2020	01/01/2021	E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Santa Fe
P.O. Box 909
Sante Fe, NM 87504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee Manashi Mukherjee

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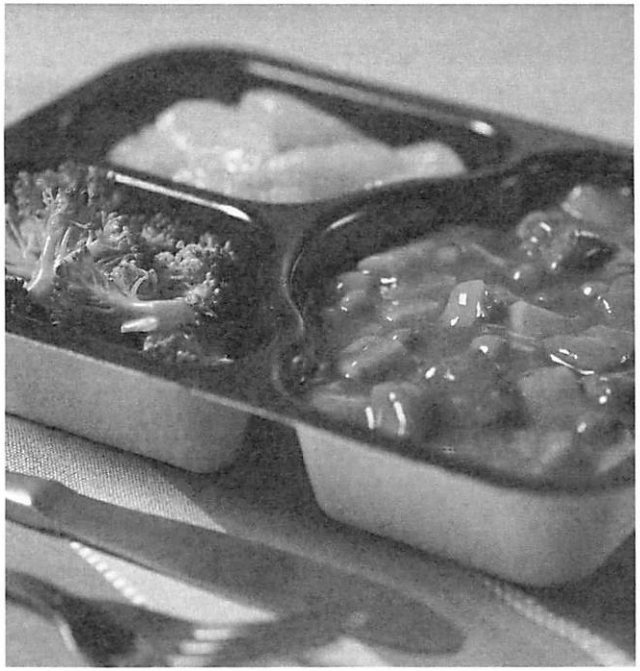
REPUTATION FOR QUALITY & SERVICE

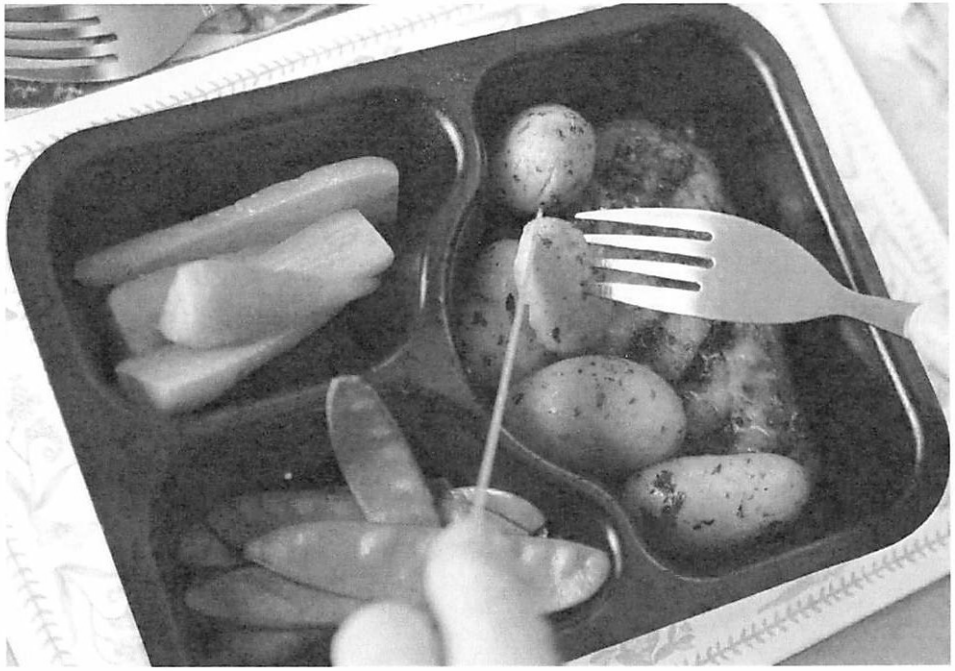
Since 1890 Oliver has built a reputation for high-quality products and personable customer service, leading us to be recognized as the market leader in packaging systems for Senior Meals on Wheels programs. With the cooperation of meal providers like you, we've developed a truly innovative and original packaging system, built for simplicity, robustness, client dignity, and ease of ownership.

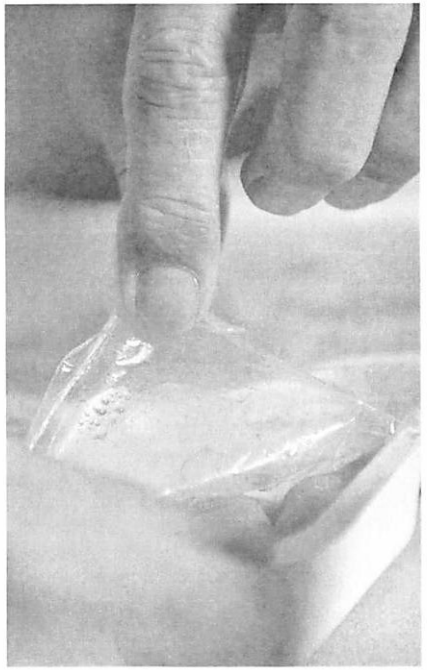
OLIVER

SPEEDSEAL®

SENIOR MEALS PACKAGING SYSTEM







OLIVER

Oliver Packaging & Equipment Company
3236 Wilson Dr NW • Walker, MI 49534
(800) 253-3893 • (616) 356-2950 • www.oliverquality.com

©2013 Oliver Packaging & Equipment Company

MADE IN USA

Quality & Service Built By You, For You

INNOVATIVE
RELIABLE
ORIGINAL

YOUR STORY IS OUR STORY

It began with a simple question: Could we create a better package for home-delivered meals? Better for the client; better for the agency? In 1998, we worked side-by-side with executive directors, nutrition directors, kitchen managers, kitchen staff, delivery volunteers, and meal clients. We asked questions; lots of questions. Seeking to understand the process for preparing and packing the meals, we started the day at 5:30 am with dedicated kitchen crews. We then went the next step and observed the delivery process, even riding along with volunteers. Perhaps most valuable of all, we also spoke with meal clients directly.

What we achieved was only possible through incredible cooperation with meal providers just like you. We developed a truly innovative and original packaging system, built for simplicity, robustness, client dignity, and ease of ownership.

From Oliver to you: thank you! What you do every day to reduce hunger and provide nutrition to our elderly population puts a smile on the faces of not just your clients, but everyone involved.

UNIQUELY SIMPLE

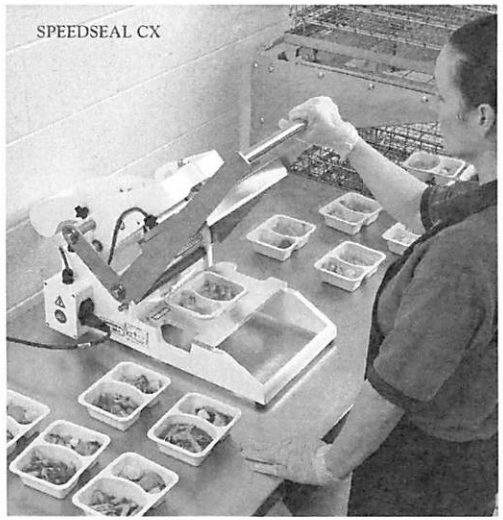
Based on our initial market research, our equipment is specifically designed for Meals on Wheels programs to be robust, simple to use, and easy to maintain. Taking it a step further, we partnered with DuPont to create a film specific to the Meals on Wheels market to be strong enough for the rigors of delivery yet easy to peel.

The platen sealing technology of our equipment, our design-patented trays, and our specifically constructed film partner in giving you the ideal package for your Meals on Wheels program. This simply unique system can save you time and money while ensuring client satisfaction — a winning combination!

SPEEDSEAL BENEFITS

- Designed in collaboration with Meals on Wheels programs across the US
- Over 20 years experience
- Free equipment program; no "locked in" contract
- Free service and support
- All-inclusive price; no "plus shipping" charges
- Toll-free number for customer service and technical support
- Extensive line of packaging and accessories specifically designed for the home-delivered meals market
- Standard and perforated films for easy processing
- Original equipment manufacturer
- Regionally-based sales managers
- Made in the USA

SPEEDSEAL CX 2


SPEEDSEAL CX

SPEEDSEAL MX 2

FREE SPEEDSEAL® EQUIPMENT

Your non-profit organization may qualify for FREE meal packaging equipment!

- Heat sealers are available for lower-volume programs for a one-time rental fee
- Organization must pay a shipping & handling fee on machine and complete a credit application
- Dedicated service support: 800.253.3893 (Option 2)
- Equipment designed to match meal programs of any size
- No "locked in" contract

SPEEDSEAL CX 2

Countertop Model 1208 N

- Seals 4 to 6 trays per minute
- Seals and cuts film in two easy steps
- Hot platen self-aligns, ensuring complete and even sealing of film
- Lightweight, compact design
- To qualify for a Speedseal CX 2 Manual Heat Sealer, a kitchen must package a minimum of 40 trays per day or 10,000 trays annually

Max Tray Dim: 8.625"W x 6.5"L
Machine Dim: 11.5"W x 13.5"L x 6.25"H

SPEEDSEAL CX

Countertop Model 1308 N

- Seals up to 8 trays per minute
- Seals and cuts film in one easy step
- Hot platen self-aligns, ensuring complete and even sealing of film
- Versatile and portable
- To qualify for a Speedseal CX Manual Heat Sealer, a kitchen must package a minimum of 75 trays per day or 18,750 trays annually

Max Tray Dim: 8.625"W x 6.5"L
Machine Dim: 14"W x 27"L x 24"H

SPEEDSEAL MX 2

Custom Large Volume Conveyor Model 1908

- Efficient, intermittent-motion sealing
- Seals 5 to 34 trays per minute
- Simple to operate; easy to cross-train employees
- Constructed of stainless steel and anodized aluminum
- To qualify for an MX 2 Automatic Heat Sealer, a kitchen must package a minimum of 500 trays per day or 125,000 trays annually

Max Tray Dim: 8.5"W x 6.5"L
Machine Dim: 23"W x 78"L x 47"H

SPEEDSEAL® PAPER TRAYS & FILM

Item No. 51451
8.625" x 6.5" x 1.5"
15.5 / 6.5 / 6.5 oz.

Item No. 58103
8.625" x 6.5" x 1.875"
18 / 7 / 7 oz.

Item No. 73417
8.625" x 6.5" x 1.5"
15.5 / 6.5 / 6.5 oz.

Item No. 60281H
8.875" x 6.8"
Snap-On Lid for 3-C
Paper Trays

Item No. 6264
8.625" x 6.5" x 1.5"
18 / 9.5 oz.

Item No. 6262
8.625" x 6.5" x 1.875"
22 / 11 oz.

Item No. 6265
8.625" x 6.5" x 1.5"
18 / 9.5 oz.

Item No. 62034
6.5" x 5" x 1.5"
16 oz.

Item No. 62017
6.5" x 5" x 1.8"
21 oz.

Item No. 62018
6.5" x 5" x 1.8"
11 / 8 oz.

SPEEDSEAL FILM
Available for a wide variety
of applications

PAPER TRAYS

- Made with a minimum of 70% recycled materials
- Freezer to microwave or oven: filled meal package functions from -40°F to 400°F
- Reheat sealed trays up to 180°F
- Polyester film lining provides a liquid barrier
- Sanitary presentation: tamper-evident seal
- Sealed compartments: no cross-contamination
- Superior heat retention, yet cool to touch
- Additional paper trays available (for more information please reference price list)

SPEEDSEAL FILM

- Made in the USA
- Speedseal film is clear: food remains visible
- Easy to peel yet strong enough for the rigors of delivery

ENVIRONMENTAL SUSTAINABILITY

- Made in the USA
- Speedseal paper trays are made from 100% renewable resources*
- Speedseal film contains up to 35% post-industrial recycled materials

*Except for tray liner

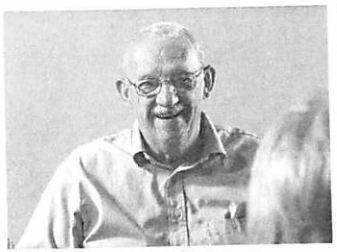
"I highly recommend Oliver Packaging."

"Oliver Packaging saves us half the cost on our meal trays compared to our previous vendor. Each compartment gets individually sealed, so spaghetti sauce doesn't end up in the green beans — and they are biodegradable! Everyone I've dealt with at Oliver is friendly and professional. I highly recommend Oliver Packaging."

Diane McClymonds
Executive Director, TLC Meals on Wheels, Centennial, CO
Customer Since 2012

"We have been using the 3-compartment paper tray for over 10 years. We like that the trays can go in the microwave or the oven for reheating by clients, and the food is sealed in different compartments so it does not get mixed together.
The Oliver staff are always very friendly and helpful. I would recommend Oliver products to anyone."

Roberta Schroyer
Food Service Director, Lubbock Meals on Wheels, Lubbock, TX
Customer Since 2000



SPEEDSEAL® PLASTIC TRAYS & FILM

Item No. 61229
8.625" x 6.5" x 1.5"
15.5 / 6.5 / 6.5 oz.

Item No. 61230
8.625" x 6.5" x 1.875"
18 / 6.7 / 6.7 oz.

Item No. 61797
8.625" x 6.5" x 1.5"
18 / 9.5 oz.

Item No. 61798
8.625" x 6.5" x 1.875"
22 / 11 oz.

Item No. 61743
6.68" x 4.7" x 1.51"
16 oz.

Item No. 60888
8.5" x 6.5" x 1.87"
39 oz.

Item No. 61738
6.63" x 5.02" x 1.5"
18.5 oz.

Item No. 61625
3.6" x 1.375"
4.1 oz.

Item No. 61633
6.25" x 1.75"
18.5 oz.

Item No. 61630
7.68" x 5.81" x 1.21"
10.2 / 7 oz.

Item No. 61631
8.5" x 6.44" x 1.53"
11.8 / 11.8 oz.

SPEEDSEAL FILM
Available for a wide variety of applications

PLASTIC TRAYS

- Dual-ovenable (microwave & oven safe)
- Freezable to -40°F
- Oven safe to 350°F for 30 minutes (on a sheet pan)
- Reheating of sealed trays: up to 180°F
- Sealed compartments: no cross-contamination
- Easy to open
- One, two, and three compartment trays
- Additional plastic trays available (for more information please reference price list)

SPEEDSEAL FILM

- Made in the USA
- Speedseal film is clear: food remains visible
- Easy to peel yet strong enough for the rigors of delivery

ENVIRONMENTAL SUSTAINABILITY

- Made in the USA
- Recyclable*
- Speedseal film contains up to 35% post-industrial recycled materials

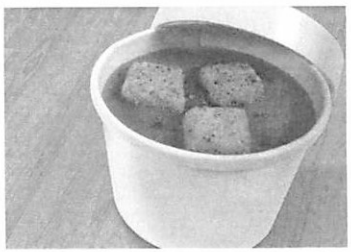
** If local recycling authority accepts PETE*

"Oliver has always been responsive to our needs."

"We have worked with Oliver Packaging for over 10 years to help supply our Senior and Child Nutrition Program Providers with serving options to meet their needs. Oliver employees have always been sensitive to our needs and the needs of our customers without exception. Their experience and expertise helps us provide our customers with innovative packaging options for their consumers.

Oliver engineers and manufacturing support personnel provide exceptional service on the sealers and packaging equipment used to prepare meals daily. They are responsive to the needs of our operations and understand the importance of excellent seals and quality controls. Their commitment to continuous improvement is much appreciated."

John Hale
GA Food Services, St. Petersburg, FL
Customer Since 1999



SPEEDSEAL® CUPS & ADDITIONAL TRAYS

Item No. 61813
3"W x 0.75"D
1.5 oz.

Item No. 57395
3"W x 2.0625"D
4 oz.

Item No. 57415
3"W x 3"D
6 oz.

Item No. 61623
3.75"W x 2"D
8 oz.
Vented lid available (61218)

Item No. 60722
5" x 6.5" x 1.375"
16 oz.

Item No. 75808
6.063" x 7.938" x 1.75"
32 oz.

Item No. 75693
4.156" x 4.094" x 1.25"
6.5 oz.

Item No. 6001
6.75" x 8.78" x 1.625"
37 oz.

Item No. 61622
8.5" x 6.25" x 3.25"

Item No. 61811
8.875" x 6.375" x 2"

Item No. 60866
6.5" x 3.5" x 3"

SPEEDSEAL FILM
Available for a wide variety of applications

"Thank you Oliver!"

"We have been using the Oliver meal trays and soup cups in our Meals on Wheels program in Bozeman, Montana, for several years and are so happy with them. We like the deep dish trays and especially the soup cups. Both are so easy to seal and never leak during the delivery process. As a result, our volunteers who deliver the meals each day think they are great, too."

Judy Morrill
Executive Director, Bozeman Senior Center, Bozeman, MT
Customer Since 2006

"Our Meals on Wheels clients appreciate Oliver trays and cups for the convenience they offer. The trays are microwave or conventional oven safe for reheating, unlike metal trays, where in the past a few clients ruined their microwave ovens. The Oliver cups allow our senior citizens center to reduce the cost of juice by half — saving our program over $1,200.00 per year! Thank you Oliver!"

Dave Klingler
Meals on Wheels Coordinator, Madison County Senior Citizen Center, Rexburg, ID
Customer Since 2010

SPEEDSEAL CUPS

- Eliminates leakage and cups opening during transit
- A cost-effective alternative to pre-packaged fruit cups
- Food remains visible
- Tamper-evident seal
- Dignified presentation to your client

SOUP CUPS

VENTED PAPER LID

- Secure seal
- Quick way to package soup
- Great to have on-hand for backup

FILM LID

- Tamper-evident seal
- Food remains visible
- Spill-resistant
- Reheat in microwave or conventional oven

ADDITIONAL PAPER TRAYS

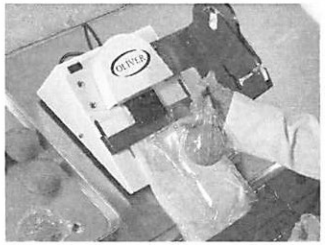
- Eco-friendly: made from sustainable materials
- Sanitary presentation: tamper-evident seal
- Reheating of sealed trays: up to 180°F
- Rethermalization of frozen meals up to 350°F with proper film
- Polyester film lining provides a liquid barrier
- Easy to peel yet strong enough for the rigors of delivery
- Additional paper trays available (for more information please reference price list)

COLD LUNCH TRAYS

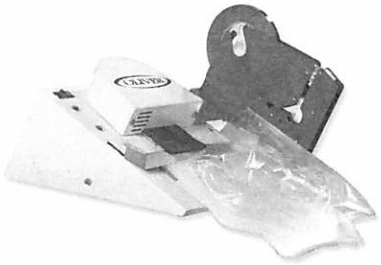
- Cold items can be packaged together in a tamper-evident sanitary manner
- Condensed packaging can reduce costs as well as save on labor
- Safe and easy to open
- Dignified presentation

SPEEDSEAL FILM

- Made in the USA
- Speedseal film contains up to 35% post-industrial recycled materials
- Speedseal film is clear: food remains visible
- Easy to peel yet strong enough for the rigors of delivery



MEAL MOVER
Premium Delivery Bag



BAGGER

LABELER

SPACE SAVER

SPEEDSEAL® ACCESSORIES

MEAL MOVER
Premium Delivery Bag

- Easy-to-open Velcro top
- Water-resistant easy-to-clean interior; tough exterior constructed of 600 denier fiber
- Carry using handles or detachable shoulder strap
- Clear slip pocket for delivery route sheet
- Supplemental, optional heat packs extend delivery range (pictured right)
- Maintains hot meal temperatures above 142°F for 2 hours*

*Starting meal temperature of 180°F; bag lid must be closed completely after removing meal

SMALL BAG:	MEDIUM BAG:
Capacity**: 18 standard, 14 deep	Capacity**: 27 standard, 21 deep
Dimensions: 15.5"H x 13"D x 15"W	Dimensions: 15"H x 13"D x 21.75"W
Weight: 6 lbs.	Weight: 8 lbs.
Ship Weight: 7 lbs. (approx.)	Ship Weight: 10 lbs. (approx.)

**Based on Oliver 2- and 3-compartment paper and plastic trays

LABELER

- Provides an element of safety for your clients: clearly labeled meal components and preparation/expiration dates
- Lightweight and easy to move: only 25 lbs.
- Compact design for seamless integration in meal packaging area
- Satisfy meal label requirements
- Customizable label design
- Labeler ships completely set up: plug & print
- Available to you cost-free if you use 300+ labels per day

SPACE SAVER

- Easy assembly
- Lockable wheels
- 3 shelves will hold up to 200 lbs. evenly distributed; ideal for holding a sealing machine, trays, and film
- Durable thermoplastic resin will not chip, warp, crack, rust, or peel

BAGGER

- Accommodates 3", 4", and 5" wickets
- Easy to use efficient packaging method for rolls, bread, cookies, etc.
- Portable, lightweight, and compact; minimizes counter space
- Quiet operation
- Tamper-evident seal
- Variety of bag sizes available
- Tape dispenser mounts on either side, depending on process flow
- Colored tape available in blue, white, green, yellow and red

MICROCORE FLEX PACK

Patented Microcore technology for both hot and cold use. Heat in microwave for 1-2.5 minutes per side (adjust for oven wattage) or cool in refrigerator/freezer overnight. Flexible and designed to withstand over one ton of pressure. Wipe clean. One in small bag; two in medium.

- 8" x 12" x 1", 2 lbs.
- Smaller option available, 5" x 7" x 1"

OVENTECH RIGID PACK

Patented material wrapped in Teflon sleeve. Heat in 375° for 20 minutes. Handle hot pack with care. Dishwasher safe. One in small bag; two in medium.

- 13" x 9" x .5", 1 lb.

ELECTRIC LAVA PACK

Rigid heating element emits energy from both sides. Place in bag, plug in for 20 minutes. Add hot meals to bag, unplug, and deliver. Helps maintain temperature up to 3 hours after unplugged.

- Max temperature: 284°F
- 13" x 9" x .5", 2.5 lbs.
- 120V; 2.5 AMPS

D/C HEAT PACK

Rigid heating element emits energy from one side. Place in bag, add hot meals to bag, plug in to vehicle, and deliver. Helps maintain temperature.

- Max temperature: 221°F
- 12.75" x 10" x .5", fits small meal mover
- 16" x 8.5" x .5", fits medium meal mover
- Weight: .5 lbs.
- 4 AMPS

NOTES

OLIVER®

Quality Meal Packaging and Bakery Equipment

Since 1890

ORDERING INFORMATION

To order, please call (800) 253-3893 or (616) 356-2950. Visit us online at www.oliverquality.com.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/02/20
FOR CITY COUNCIL MEETING OF 11/10/20

h) Request for approval of Amendment No.1 to Professional Services Agreement (PSA) with Carollo Engineers Inc. for a term extension of two (2) years. (John Del Mar, Public Utilities Engineer, jpdelmar@santafenm.gov, 955-4231)

Committee Review:
Public Works & Utilities Committee: 10/26/2020
Finance Committee: 11/02/2020
Governing Body: 11/10/2020

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 10/26/2020

ISSUE NO. 9F

Request for approval of Amendment No.1 to Professional Services Agreement (PSA) with Carollo Engineers Inc. for a term extension of two (2) years. (John Del Mar, Public Utilities Engineer, jpdelmar@santafenm.gov, 955-4231)

COMMITTEE REVIEW:
Public Works and Utilities Committee 10/26/2020
Finance Committee 11/02/2020
Governing Body 11/10/2020

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 11/02/2020 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: October 7, 2020

To: Public Utilities/Public Works Committee, Finance Committee and City Council

Via: Shannon Jones, Public Utilities Director SJ
Mike Dozier, Wastewater Management Division Director MD

From: John Del Mar, Engineer JDM
Brian Snyder, Engineer Supervisor BKS

RE: Amendment #1 to Professional Services Agreement (PSA) with Carollo Engineers Inc. (Carollo) for a term extension of two years.

ITEM AND ISSUE

The City of Santa Fe's (City) Wastewater Management Division (WWMD) is working on a project making improvements to the aeration system at the Paseo Real Water Reclamation Facility (PRWRF). The WWMD is requesting a term extension of two years to our PSA for *Wastewater Treatment Plant Aeration System Improvements* contract with Carollo Engineers. The extension is needed to maintain professional services through the construction phase of the project that is currently underway. Additional funding is not requested.

BACKGROUND AND SUMMARY

The City's WWMD began improvements to the aeration system at the PRWRF in 2018. Carollo was contracted to provide professional services to the WMD starting at the design phase of the project with annual contract extensions planned for three years to bring the project through the construction phase and to completion. Due to initial delays during the design phase, and then additional supply chain and personnel delays caused by the COVID pandemic, it has become necessary to extend this contract beyond the originally planned four years. The requested two year term extension is needed to provide engineering and technical support services during construction and is aligned with the term of the construction contract awarded to RMCI Inc.

The current contract term with Carollo ends on December 31, 2020. The construction schedule extends into spring of 2022. In order to ensure coverage of professional services throughout the project, and to avoid unnecessary requests for an extension beyond Dec 2021, this request is for an extension to December 31, 2022. This request does not impact the scope of work for the project, and no additional funding is requested.

ACTION REQUESTED

Staff requests approval of Amendment #1 to PSA with Carollo Engineers Inc. for *Wastewater Treatment Plant Aeration System Improvements* for a term extension of two years, ending on December 31, 2022.

Munis # 3201012

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#18-1065

AMENDMENT No.1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated September 26, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Carollo Engineers, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide engineering services as outlined in the original Agreement for the City.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM.

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

This Agreement shall terminate on December 31, 2022, unless terminated pursuant to Paragraph 6, infra.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the

City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

By:_____
ALAN WEBBER, MAYOR

Date: _____

CONTRACTOR:
Carollo Engineers, Inc.

_____
Name John Rehring
Vice President
Title

Date: 10/14/2020

NM Taxation & Revenue
CRS # 03-162628-00-9
City of Santa Fe Business
Registration # 117760

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Oct 13, 2020 13:37 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

5000375.572960
Business Unit/Line Item AL
AL

PL # WWM2050001

2020 10 13 Amendment#1 Carollo WWMD Aeration

Final Audit Report 2020-10-13

Created:	2020-10-13
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7IPKjHEEDYoJzSBn13wQ4ZRvD8dvNWMG

"2020 10 13 Amendment#1 Carollo WWMD Aeration" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-10-13 - 7:30:59 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-10-13 - 7:31:11 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-10-13 - 7:37:08 PM GMT- IP address: 174.56.49.116

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-10-13 - 7:37:20 PM GMT - Time Source: server- IP address: 174.56.49.116

Agreement completed.
2020-10-13 - 7:37:20 PM GMT

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

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

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

2 Name of Contractor Carollo Engineers, Inc

3 Complete information requested ☑ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $654,097.00

Termination Date: December 31, 2020

☐ Approved by Council Date:

☑ or by City Manager Date: September 26, 2018

Contract is for: consulting services

Amendment # 1 to the Original Contract# 18-1065

Increase/(Decrease) Amount $ $0.00

Extend Termination Date to: December 31, 2022

☑ Approved by Council pending

☐ or by City Manager Date:

Amendment is for: Extend term

---

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

Amount $ 654,097.00 of original Contract# pending Termination Date: 12/31/2020

Reason: Original Contract

Amount $ 0.00 amendment # 1 Termination Date: 12/31/2022

Reason: extend term

Amount $ amendment # Termination Date:

Reason:

Amount $ amendment # Termination Date:

Reason:

Total of Original Contract plus all amendments: $ $654,097.00

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

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

RFP# 18/44/P Date: June 11, 2018

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

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

Fran Dunaway (Oct 19, 2020 09:57 MDT)

Purchasing Officer Review

Comments or Exceptions: Amendment #1 to extend only no increase to compensation. for a total of 4 years. 2022

7 **Funding Source:** WWMD **BU/Line Item:** 5000375.572960
PL # WWM2050001

Alexis Lotero
Alexis Lotero (Oct 19, 2020 09:20 MDT)

Budget Officer Approval

Comments or Exceptions: _____

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

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

Phone # #

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

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

To be recorded by City Clerk:

Contract # _____

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

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

Comments:

CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: Carollo Engineering

Procurement Title: WWMD Aeration System Improvements

Solicitation RFP#: 18/44/P

Department Requesting/Staff Member PUD John Del Mar

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Department Rep Printed Name and Title

John Del Mar
John Del Mar (Oct 15, 2020 07:46 MDT)

Department Rep Signature attesting that all information included

Fran Dunaway (Oct 19, 2020 09:57 MDT)

Purchasing Officer attesting that all information is reviewed

*

City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: CAROLLO ENGINEERS INC
DBA: CAROLLO ENGINEERS INC

Business Location: SF COUNTY
NM

Owner:

License Number: 117760

Issued Date: March 04, 2020

Expiration Date: December 31, 2020

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: $10.00

CAROLLO ENGINEERS INC
4600 E WASHINGTON STE 500
PHOENIZ, AZ 85034

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

CERTIFICATE OF LIABILITY INSURANCE

7/4/2021

DATE (MM/DD/YYYY): 10/13/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
	INSURER(S) AFFORDING COVERAGE — **NAIC #**
	INSURER A : Zurich American Insurance Company — 16535
INSURED 1472613 CAROLLO ENGINEERS, INC. 2795 MITCHELL DR. WALNUT CREEK CA 94598-1601	**INSURER B :** American Guarantee and Liab. Ins. Co. — 26247
	INSURER C : Continental Casualty Company — 20443
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 16520868 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	N	GLO 9730569	7/4/2020	7/4/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	N	N	BAP 9730571	7/4/2020	7/4/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) DED: COMP/COLL	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ 1,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE 	$ XXXXXXX $ XXXXXXX $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	WC 9730570	7/4/2020	7/4/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	PROFESSIONAL LIABILITY UNLIMITED PRIOR ACTS	N	N	AEH 288354410	7/4/2020	7/4/2021	EACH CLAIM: $1,000,000; AGGREGATE: $1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

PASEO REAL WASTEWATER TREATMENT PLANT AERATION SYSTEM IMPROVEMENTS - Item # 18-065. CITY OF SANTA FE IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AS REQUIRED BY WRITTEN CONTRACT. CAROLLO PROJECT #11283A.10

CERTIFICATE HOLDER

16520868
CITY OF SANTA FE
2651 SIRINGO ROAD, BUILDING H
SANTA FE NM 87505

CANCELLATION See Attachments

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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INSURED: Carollo Engineers, Inc.

PROFESSIONAL LIABILITY AND POLLUTION
INCIDENT LIABILITY INSURANCE POLICY

POLICY: AEH 288354410

EFFECTIVE: 7/4/2020

NOTICE ENDORSEMENT -
CANCELLATION OR NON-RENEWAL

We agree with you that your Policy is amended to include the following additional provisions.

1. Your Policy will not be:

Canceled by us until we provide at least:

10 days prior written notice if we cancel your Policy for Non-payment of Premiums;

30 days prior written notice if we cancel your Policy for the following reasons:

any reason other than non-payment of premiums

----- Non-renewed by us until at least _____ days prior written notice is given to the person or entity named in 2 below.

2. Person or Entity:

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 and expires concurrently with said Policy unless another effective date is shown above.

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 9730571	7/4/2020	7/4/2021				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and

2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If coverage afforded by this Coverage Part is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and

2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.

D. If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	**Number of Days Notice:**
All certificate holders where notice of cancellation is required by written contract with the Named Insured	**60**

All other terms and conditions of this policy remain unchanged.

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Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 9730569	7/4/2020	7/4/2021				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part
Liquor Liability Coverage Part
Products/Completed Operations Liability Coverage Part

A. If we cancel or non-renew this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and

2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If coverage afforded by this Coverage Part(s) is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and

2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.

D. If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
All certificate holders where notice of cancellation is required by written contract with the Named Insured	**60**

All other terms and conditions of this policy remain unchanged.

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NOTIFICATION TO OTHERS OF CANCELLATION, NONRENEWAL OR REDUCTION OF INSURANCE ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

PART SIX
CONDITIONS

A. If we cancel or non-renew this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If coverage afforded by this policy is reduced or restricted, except for any reduction of Limits of Liability due to payment of claims, we will mail or deliver notice of such reduction or restriction to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.

D. If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	**Number of Days Notice:**
All certificate holders where notice of cancellation is required by written contract with the Named Insured	**60**

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. WC 9730570 Endorsement No.
Insured CAROLLO ENGINEERS, INC. Premium $

Insurance Company Zurich American Insurance Company

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POLICY NUMBER: GLO 9730569

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract mark or written agreement executed prior to loss.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

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POLICY NUMBER: GLO 9730569

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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Wolters Kluwer Financial Services | Uniform FormsTM

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

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

1. Required by the contract or agreement; or

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

whichever is less.

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

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ZURICH

Other Insurance Amendment – Primary And Non-Contributory

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 9730569	7/4/2020	7/4/2021				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

   This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

   a. The additional insured is a Named Insured under such other insurance; and

   b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

   This insurance is excess over:

   Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

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ITEM # 18-1065

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Carollo Engineers, Inc. (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide engineering design and consulting services, project management and construction oversight for the City as described in Exhibit "A" and "B" attached hereto.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

C. The Contractor shall perform the services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of New Mexico.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services

rendered, a sum not to exceed six hundred fifty four thousand ninety seven dollars and 00/100 ($654,097.00), plus applicable gross receipts taxes as described in Exhibit "C" attached hereto

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and terminate on December 31, 2020, unless sooner pursuant to Article 6 below. Contract term may be extended for three (3) additional twelve (12) month terms.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services

performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, the Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

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

that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

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

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all

losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever to the extent caused by Contractor's negligent performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors. The Contractor shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to the City or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, Contractor shall not be responsible for acts and decisions of third parties, including governmental agencies, other than Contractor's subconsultants, that impact project completion and/or success.

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding

between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. CITY-PROVIDED INFORMATION AND SERVICES

The City shall furnish Contractor available studies, reports and other data pertinent to Contractor's services; obtain or authorize Contractor to obtain or provide additional reports and data as required; furnish to Contractor services of others required for the performance of Contractor's services hereunder, and Contractor shall be entitled to use and rely upon all such information and services provided by the City or others in performing Contractor's services under this Agreement.

23. DOCUMENT USE AND REUSE

Documents, including drawings and specifications, prepared by Contractor

pursuant to this Agreement are not intended or represented to be suitable for reuse by the City or others for this Project or on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by Contractor for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to Contractor.

24. ESTIMATES AND PROJECTIONS

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, Contractor has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, Contractor makes no warranty that the City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from Contractor's opinions, analyses, projections, or estimates.

25. SERVICES DURING CONSTRUCTION

A. Contractor shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by construction contractors or the safety precautions and programs incident to the work of construction contractors and will not be responsible for construction contractors' failure to carry out work in accordance with the construction documents.

26. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
Wastewater Management Division
73 Paseo Real
Santa Fe, NM 87507

Carollo Engineers, Inc:
6200 Uptown Blvd. NE, Suite 120
Albuquerque, NM 87110

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 10/5/18

CAROLLO ENGINEERS, INC.:

Vice President
NAME & TITLE

DATE: 10-11-18

VICE PRESIDENT
NAME & TITLE
DATE: 10.11.18

CRS #: 03-162628-00-9
Business Registration #: 18-00117760

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 9/26/18

APPROVED AS TO FORM:

8/21
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

10/3
MARY MCCOY, FINANCE DIRECTOR

52468.572960
Business Unit Line Item

EXHIBIT "A"

CITY OF SANTA FE (CITY)

WASTEWATER TREATMENT PLANT AERATION SYSTEM IMPROVEMENTS

SCOPE OF WORK FOR CAROLLO ENGINEERS, INC. (CONTRACTOR)

Task 0 - Project Management

0.1 Project Management Plan

Prepare the Project Management Plan (PMP) Manual tabbed with the following information: Scope of Work, Schedule, Project Team and Contact List, Project Work Order Numbers and Budget Allocation, Document Templates, Calculations and Documentation Procedures, Quality Management Plan, Drawing List, Specifications List, Checklists for the City and Contractor, Equipment Lists, and Decision Log.

Setup, maintain, and use a SharePoint site for coordination and communication.

0.2 Project Management, Invoicing, Action Item Log, Decision Log

Prepare and submit a written monthly progress report to the City's Project Manager that will show the percentage of work completed and the percentage of contract billed, summarize the work completed during the month, and the work to be completed during the following month. Schedule or budget challenges will be discussed if necessary and corrective actions identified.

Maintain a decision log throughout the project to record the decisions made by the project team during site visits, workshops, and project meetings, as well as during telephone conversations or by email.

0.3 Not Used

0.4 Kick-off Meeting

Conduct a kick-off meeting with City staff in Santa Fe to review the scope of work and schedule for this Project, as well as discuss the roles and responsibilities of all participating stakeholders. A draft copy of the PMP will be submitted to the City's Project Manager in advance of the meeting. During the kick-off meeting, discuss the direction of the project and roles and responsibilities.

Deliverables: Monthly invoice and progress report and an updated decision log (presented with meeting notes).

Phase 1 Pre-Design and 30% Drawings

Phase 1 consists of the following tasks and subtasks:

Task 1 Basis of Design Definition

Definition of Design Criteria, Filtrate EQ Tank Sizing and Siting

These tasks involve developing the alternative evaluation and conceptual design for process modifications. A brief description for each area follows.

Aeration System Design For the aeration system conceptual design, undertake the following tasks:

1. Justify design influent flows and loads.

2. Quantify minimum, average, and maximum design air requirements.
3. Evaluate diffuser layout and improvement alternatives through process modeling.
4. Define the blower sizing criteria and solicit preliminary blower design and budget quotes.

Since the City is undertaking significant aeration system revisions in this project, replacing the remaining diffusers with new disc membranes will save energy. In this analysis, evaluate the following:

1. Is the number of diffusers in each zone adequate, or how many diffusers should be capped off in each zone to satisfy near-term air demand lows?
2. Confirm diffuser grids appropriate spacing. For example, would SNDN process control be better in the second half of the basin with only one active grid in the C pass, but one additional small grid in the D pass?

The final diffuser modifications will impact the minimum and maximum air demand in the near-term and in the future. Therefore, this analysis will be conducted first, before the future blower system is sized and designed.

Blower Design Discuss acceptable blower alternatives with the City during the kick off meeting. As a preliminary selection, include the following high-efficiency blower alternatives in this evaluation:

Sulzer
Neuros
Turblex

Evaluate the following alternatives for their technical and economic benefit, listed here in order of increasing capital costs:

- **Hoffman Solution:** Equip the Hoffmans with VFDs and use them as lead blowers for the aeration basins.
- **Hybrid Solution:** Equip one or two of the Hoffmans with VFDs and take credit for these units to cover a portion of your air demand.
- **Turbo Solution:** Continue to use the Hoffmans as a backup system while investing into replacing the existing Turblex units with likely two new units and one future blower.

Aeration Control Valves and Aeration Control Automation

In addition to assessing the aeration diffusers and blower system, the system will be modeled in SIMBA, a software that focuses on aeration system and control process modeling. This model builds onto the Biowin model that was calibrated for your process in the 2018 nutrient planning study. SIMBA will allow verification of the adequate control valve sizing to each grid zone, and testing of the process benefits of alternative aeration control logics.

Scum and Foam Control

Evaluate the various options for better managing scum and foam in the selectors and aeration basins, along with the preliminary cost estimates for associated modifications. It is anticipated that the following alternatives will be considered, listed here in order of increasing capital investments:

1. Assessing (and possibly testing) operational strategies with plant staff for removing scum in the aeration basins, thereby "outselecting" filaments continuously.
2. Repairing the existing surface wasting and pumping system in the selectors and aeration basins.
3. Installing a dedicated surface wasting system in the aeration basins to best protect the secondary clarifiers, tertiary filters, UV system, and effluent quality.

Filtrate Equalization (EQ) Tank

For the conceptual design of the filtrate EQ tank, the foremost five aspects should be refined:

. 1. Sizing of the tank: Assess current filtrate flows, and consider future filtration operation strategy and schedule. Redundancy: Design the filtrate tank as two chambers to simplify periodic cleaning and maintenance of the mixing system.
. 2. Site location of the tank: Accommodate possible future expansion.
. 3. Location of filtrate return to mainstream treatment: Evaluate the pros and cons of routing the filtrate back to the primary clarifiers or directly to the aeration basins.
. 4. Filtrate recycle control: Consider options of flow based, load based, inverse to influent flow. Control for recycle from the EQ tank to the main stream process.
. 5. Evaluate the benefits of load based recycle control. Regardless of phosphorus and ammonia concentration in the filtrate, this will allow the City to recycle steady nutrient loads to the aeration basins.

Site Utilities and EI&C

Develop conceptual design solutions to integrate the secondary treatment improvements into the SCADA overall architecture. EI&C needs supporting the design improvements will be identified. This task will be led by Contractor's EI&C group.

Drain Pumping

Review the existing drain pumps and aeration drain valves and make recommendations that will be included into the Final design.

Deliverables:

TM 1: Diffuser System and Aeration Control
TM 2: Blower Alternative Evaluation
TM 3: Scum Management
TM 4: Site, Civil, and Survey
TM 5: Filtrate EQ Tank and Pumping Sizing
TM 6: Plant Drain
TM 7: EI&C Evaluation

Task 2 (Not Used)

Task 3 Permitting (SUPPLEMENTAL SERVICES Tasks 3.1 – Permitting Coordination and 3.2 – NMED Coordination)

It is not anticipated that permitting will require significant time resources for this project. The State of New Mexico does not require approval of wastewater modifications unless the project is co-funded with state funds. Funds are reserved in this task if the City needs support for any outreach communication during or following the construction project related to regulators, other approval agencies, the City Council, or the general public.

Task 4 Technical Workshops

In the workshops, Contractor will spend time with City staff to summarize and discuss the essentials of each TM developed in Task 1, and review the respective drawing sets to solicit feedback from City staff.

Provide materials for each workshop no less than one week before each workshop to City participants. Discuss agenda and informational highlights with the City project manager in advance.

Provide O&M staff with a suggested checklist to guide their review and feedback.
Any feedback and review comments provided by the City will be incorporated into the Preliminary Design Report and drawing sets within two weeks following the meetings. Consolidate the project design elements into the following three workshops:

4.1 Aeration System & Controls and Scum Management Workshop (Workshop 1)

Workshop 1 will determine the design criteria of the blowers, aeration, control description, and scum removal alternatives. Decisions made through this workshop include blower selection, blower electrical demands, aeration control and scum removal strategies.

4.2 Filtrate EQ Tank Siting/Facility layout Workshop (Workshop 2)

Workshop 2 will provide the necessary engineering and cost analysis to help City participants make a decision on sizing, site location, mixing, and pump system for the filtrate EQ tank. The process modeling completed to date will save time to quantify projected filtrate flows and drain back control alternatives.

The final location of the Filtrate EQ Tank and Pumping System will be determined by the existing survey data provided by the City and existing record drawings that show the utilities (electrical, yard piping, etc)

Also prepare a preliminary site plan of where future side stream treatment facilities for phosphorus and nitrogen removal may be placed to reserve sufficient flexibility.

4.3 Site Utilities/Electrical/Instrumentation Workshop (Workshop 3)

In workshop 3, facilitate City decisions on necessary upgrades for the plant drain system and any other ancillary improvements that may be identified. Also discuss the Site Utilities/Electrical/ Instrumentation and determine the location and sizing of any new required utilities (electrical, yard piping) to accommodate the new design elements. This will include an evaluation of the ability to supply electrical service from the existing blower building switchgear. The workshop will also determine the site layout for all utilities.

At each workshop, the findings from the recommended layouts, design criteria, and preliminary control philosophies will be presented and discussed. All review comments and decisions made (in either verbal or written form) will be documented and incorporated into the Preliminary Design Report (PDR) summarized in Task 5.

Deliverables: Pre-meeting review materials, decision logs, meeting notes.

Task 5 Pre-Design Documentation

5.1 Preliminary Design Report (PDR) and 30% Design Drawings

In this task, consolidate the design definition from the TMs and drawings as the basis for Design Development Phase and Contract Document Phase. Selected layouts, design criteria, and preliminary control philosophies will be summarized and included in the PDR. Where necessary, additional engineering evaluations will be conducted based on input received from the City during the workshops in Task 4. This may include alternative layouts, costs analysis, site visits, and refined design criteria. The information presented at the workshops and the workshop meeting notes will be combined into one PDR containing information and recommendations that will serve as the basis for final design.

The PDR will consist of an executive summary and a collection of TMs as described above. A draft and final draft PDR will be provided to the City. City staff shall review a draft report and comments will be incorporated into the final PDR. The PDR will include 30 percent drawings and outline specifications as appendices.

Deliverables: Preliminary List of Drawings and Specifications; 30% Drawing Package (including Preliminary PI&D, Structural, Mechanical, Architectural Drawings); Summary Design Report

5.2 Preliminary Construction Sequencing Plan

It is assumed that the ongoing solids treatment and SCADA improvements will be installed and operable by the end of the design of this project. A Maintenance of Plant Operations (MOPOs) schedule will be included in the contract documents for this project detailing the blower shutdown and start-up procedures, and allowable construction sequences for the construction contractor, based on City inputs. The MOPO will address procedural steps, time and scheduling constraints, and plant interface issues that will aid the construction contractor in developing the sequence of work in order to minimize interferences and maintain continuous operation of the plant.

Deliverables: Preliminary Construction Sequencing Plan

5.3 Budgetary Cost Estimate and Probable Annual O&M Costs

Provide preliminary basis of cost, as well as construction and project cost estimates. The updated basis of cost will be used in all cost estimates prepared during the preliminary design phase.

Deliverables: Cost estimate (Class 3, Budgetary Cost Estimate, Probable Annual O&M Costs)

Phase 2 Design Development

Phase 2 consists of the following tasks and subtasks:

Task 6 Design Development and Workshops

6.1 SUPPLEMENTAL SERVICE TASK - Progress Meetings

Host three progress meetings during design development. Along with City staff, focus on the detailed plans and specifications prepared with emphasis on the facilities' layout, design details, and EI&C. Submit and discuss detailed plans and specifications at least one week ahead of the meetings. This will provide the Contractor initial feedback prior to the meeting to make any necessary adjustments, give the City the opportunity to decide who is essential to have in the meeting from the City, and to facilitate likely comments or concerns of City staff during the meeting. The three meetings are:

1. Filtrate EQ Tank Siting/Facility Layout Meeting
2. Aeration System & Controls and Scum Control Meeting

3. Site Utilities/Electrical/Instrumentation Meeting

Deliverables: (Minimum) 60% draft drawings

6.2 Design Development Review Workshop

Hold one workshop to present the 60 % level drawings and specifications.

Conduct a final internal Quality Control review of the drawings and specs prior to submitting any deliverables to the City.

Task 7 Design Development Documentation

7.1 Drawings and Specifications

The PDR developed in Task 5 will be the basis for the design development documents. The design development documents will include preliminary facility layouts, equipment configurations, major equipment technology selection, major process piping, process schematics, draft P&IDs, preliminary electrical load lists, electrical single-line diagrams, location/dimensions of major structures, and a complete specification list.

Plans will be prepared using the City's standards and title block. All drawings will be prepared using AutoCAD or MicroStation, and Contractor will prepare the General Conditions and Special Conditions using the City's standard documents.

Prepare the technical specifications using Contractor's standard detailed specifications. Contractor's construction drawings will include general, architectural, mechanical, structural, civil, electrical, and instrumentation drawings. Coordinate drawing organization closely with City staff to provide that this deliverable reflects City preferences and remains user friendly during the construction.

Deliverables: 60% design drawings and specifications.

7.2 Design Development Cost Estimate

Provide an updated basis of cost, as well as construction and project cost estimates. The updated basis of cost will be used in all cost estimates prepared during the design (Design Development Phase) portion of this work.

Deliverables: Cost Estimate (Class 2)

7.3 Refine Construction Sequencing Plan

The MOPO schedule established in Task 5.2 will be updated based on the 60% design drawings and specifications.

Deliverables: Refined Construction Sequencing Plan

Phase 3 Contract Documents

Phase 3 consists of the following tasks and subtasks:

Task 8 Final Design Workshops

8.1 Progress Meetings

Contractor will participate in two final design progress meetings with the City to be scheduled at a mutually-agreeable time. Brief meeting minutes will be provided to the City's project manager.

8.2 Final Design Review Workshop

Contractor will conduct a final design review workshop with the City to review final design features and receive City input. Contractor will provide a meeting agenda and minutes for the workshop.

Deliverables: Final design progress meeting minutes for two meetings; final design workshop agenda and minutes.

Task 9 Final Design Documentation

9.1 Construction Document Drawings and Specifications

Prepare the technical drawings and specifications to the 90% design level. Receive City comments on the 90% design package and prepare bid-ready (100%) design documents.

9.2 Construction Document Cost Estimate (Class 1)

Provide an updated cost construction cost estimate consistent with an AACE Class 1 estimate.

Deliverables: 90/100 % design drawings and specifications; final schedule of quantities and construction cost review.

Phase 4 Bidding Phase

Phase 4 consists of the following tasks and subtasks:

Task 10 Bid Support

10.1 Pre-Bid Conference

Prepare and help the City conduct the pre-bid conference.

10.2 Addenda Preparation Provide written responses to bidders' inquiries and assist the City in the preparation of addenda.

10.3 Bid Opening, Bid Evaluation, Recommendation Review the bid results and provide recommendations on the award of the construction contract.

10.4 Conformed Drawings and Specifications

Following bidding, provide conformed drawings, including all comments and changes made by Addenda.

Deliverables: Addenda; Recommendation on award; Conformed design drawings.

Phase 5 Construction Management

Phase 5 consists of the following tasks and subtasks:

Task 11 Construction Administration and Inspection

11.1 Pre-Construction Conference

Schedule, coordinate, and conduct a pre-construction conference. This will include preparing an agenda in advance to notify attendee of key items of discussion and preparation of meeting minutes.

11.2 Construction Inspection, Special Inspections, Progress Payments

Site visits will consist of on-site construction inspection for an average of 2 days per week for up to an 18-month construction period, or an equivalent amount of onsite time. Review and monitor the construction contractor's work against the contract documents to ensure compliance. During the course of the work, arrange and coordinate special inspections for structural, mechanical, and electrical work. Review progress payment submitted from the construction contractor and provide the City comments on the construction contractor progress.

11.3 Shop Drawings, Request for Information, Design and City Related Change Orders

Review submitted items (e.g., shop drawings, requests for information, and completion of construction) for conformance to the intent of the plans and specifications. Level of effort based on 80 submittals. Review and respond to design-related requests for clarifications, information, and proposals. Level of effort based on 100 construction contractor-initiated design-related requests.

11.4 Construction Progress Meetings

Participate in weekly on-site construction progress meetings. Meetings to occur during one of the days designated for on-site construction inspection.

11.5 Final Inspection

Schedule and conduct a final inspection of the completed work and issue punch lists of uncompleted items, where necessary. Assist the City in negotiation of unsettled changes or disputes associated with these inspections. Once the final punch list items have been completed, recommend acceptance to the City.

11.6 Start-Up Services

Oversee facilities acceptance testing and startup in cooperation with the construction contractor and the City. Startup and testing service will include assistance with comprehensive testing of functional equipment and the secondary treatment process.

11.7 Training

Provide system training on the design and operation of equipment related to this work. Training material will address the design intent, and operations and maintenance associated with the equipment for this work.

11.8 One year Warranty Inspection

Provide services after completion of the construction phase, to include inspection 1 year from substantial completion. The services include reporting discrepancies under guarantees in the construction contract documents.

Deliverables: Construction documents and documentation

Task 12 Construction Documentation

12.1 Field Observations

Prepare daily reports prepared for each day of on-site inspection.

12.2 Progress Meetings

Prepare meeting minutes for the weekly construction progress meetings.

12.3 Monthly Progress Report

Prepare a monthly progress report detailing the status of the project relative activities performed during the month, anticipated activities during the coming month, and actual budget expenditures versus as - planned expenditures.

12.4 Training, Start up and Testing Plan
Provide two (2) classroom and on-site training sessions to assist City personnel in fine-tuning the new processes of the new facilities.

12.5 O&M Manual Prepare an electronic O&M manual for all new facilities designed under the project.

12.6 Contract Record Drawings Prepare record drawings will be in electronic format ("pdf" and "dwg") produced from the AutoCAD or MicroStation file updated with as-built information provided by the construction contractor, assuming 80 drawings.

12.7 One-year Inspection Closeout Report

Prepare report on finding and observations during one-year project inspection.

Deliverables:

Progress meeting minutes
Monthly progress reports
Training Materials
Start-up testing Plan
Electronic O&M manual.
AutoCAD or MicroStation files of Contract Record Drawings
One-year inspection closeout report

EXHIBIT B – SCHEDULE
City of Santa Fe Wastewater Treatment Facility Aeration System Improvements

The scope of services described in Exhibit A will be completed based on the following anticipated schedule after receiving Notice to Proceed from the City.

PHASE	SCHEDULE (working days)	*ESTIMATED COMPLETION DATE
1. Pre-Design and 30%	60	2/1/19
2. Design Development (60%)	60	5/1/19
3. Contract Documents (90 and 100%)	40	7/1/19
4. Bid Support	60	10/1/19
5. Construction Management	200	9/1/20

*Estimated completion dates are based on assumed Notice to Proceed dates of **11/1/18** for design and **10/1/19** for construction. Estimated completion dates will be adjusted based on actual Notice to Proceed dates. The total duration of the project is anticipated to be 21 months including design and construction.

EXHIBIT C – Fee Schedule
City of Santa Fe Wastewater Treatment Facility
Aeration System Improvements

The scope of services described in Exhibit A will be completed for a fixed price fee as summarized in the following table.

Task Number	Task Description	Cost
Task 0	Project Management	$10,893
Phase 1	**Pre-Design and 30% Drawings**	
Task 1	Basis of Design Definition	13,683
Task 3	Permitting	6,296
Task 4	Technical Workshops	11.186
Task 5	Pre-Design Documentation	133,894
Phase 2	**Design Development**	
Task 6	Design Development Workshops	22,139
Task 7	Design Development Documentation	102,585
Phase 3	**Contract Documents**	
Task 8	Final Design Workshops	12,693
Task 9	Final Design Documentation	34,421
Phase 4	**Bidding Support**	
Task 10	Bid Support	18,168
Phase 5	**Construction Management**	
Task 11	Construction Administration and Inspection	244,621
Task 12	Construction Related Documentation	43,528
	Total Excluding NMGRT	**$654,097**

DRAFT-Rev 0

Signature:

Email: bksnyder@santafenm.gov

Signature:

Email: mldozier@santafenm.gov

Signature:

Email: swjones@santafenm.gov

Signature: Brian K Snyder
Brian K Snyder (Oct 15, 2020 12:19 MDT)

Email: bksnyder@santafenm.gov

Signature:
Michael Dozier (Oct 15, 2020 12:21 MDT)

Email: mldozier@santafenm.gov

Signature:
Shannon Jones (Oct 15, 2020 13:55 MDT)

Email: swjones@santafenm.gov

Carollo #1 signed packet

Final Audit Report 2020-10-15

Created:	2020-10-15
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
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GB PUD CAROLLO AMENDMENT 1

Final Audit Report 2020-10-19

Created:	2020-10-16
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAuPfzA_zfTeUj592oK1uTJTotgBFxuTTg

"GB PUD CAROLLO AMENDMENT 1" History

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ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/02/20
FOR CITY COUNCIL MEETING OF 11/10/20

i) Consideration of Resolution No. 2020-__: A Resolution Relating to a Request for Approval of First Quarter Budget Amendments for Fiscal Year 2020/2021. (Andy Hopkins, Principal Budget Analyst, ajhopkins@santafenm.gov, 955-6177)

Committee	**Review:**
Finance Committee:	11/2/20
Governing Body: 11/10/20	

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

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 28, 2020

TO: Finance Committee, Governing Body

VIA: Mary T. McCoy, Finance Director MTM MTM

FROM: Andy Hopkins, Principal Budget Analyst AJH AJH

ITEM AND ISSUE:

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

BACKGROUND AND SUMMARY:

Attached is a Resolution listing increases/decreases to the FY 2020/21 operating and CIP budget. All of these amendments are included in this amendment Resolution because they result in a net increase or decrease to the various funds affected, and thus require DFA/LGD approval as part of the quarterly budget Resolution. The schedule of detail supporting these increases/decreases is presented in four sections:

A. Amendments to FY 2020/21 Budget That Have Previously Been Approved by City Council: these budget amendments have been previously approved by the Governing Body, and reflect amendments that exceed $60,000 and that result in a net increase or decrease to any funds (and do not represent re-appropriations of unspent budget amounts from the prior year); per City ordinance, such amendments require Governing Body approval. They are included in this Resolution for the purpose of summarizing all quarterly budget amendments on a single resolution to provide to the New Mexico Department of Finance and Administration/Local Government Division (DFA/LGD) for their review and approval. Presentation of these amendments on a single resolution in this way is much more efficient than the alternative of presenting a revised resolution to DFA/LGD for each and every individual budget amendment approved by City Council.

B. Amendments to FY 2020/21 Budget That Have Not Previously Been Approved by City Council: these amendments were approved by and executed under the authority of the

Finance Director (if the net budgetary change to any fund was under $5,000) or the City Manager (if the net budgetary change was between $5,000 and $60,000), as per City ordinance. Also included are purely technical corrections and re-appropriations of unspent prior year budget amounts (including amounts over $60,000), which, per City ordinance, are approved and entered based on the prior year's City Council-approved budget authority, and subsequently submitted on a quarterly basis for City Council review and approval.

C. Joint Operations (Buckman Direct Diversion & Santa Fe Solid Waste Management Agency) – Board-Approved Amendments to FY 2020/21 Budget: as the title of this section attests, these amendments reflect net changes to the Buckman Direct Diversion (BDD) and SF Solid Waste Management Agency (SFSWMA) joint operations budgets, approved and entered under the authority of the governing boards of those entities. Like the amendments outlined above, these budgetary changes are included in this Resolution for the purpose of presenting all quarterly net budgetary fund changes to DFA/LGD for their approval as required.

D. Summary of All Quarterly Amendments to FY 2020/21 Budget by Fund: this section summarizes the net changes to all City funds detailed in the previous three sections (A-C). As shown at the bottom of this section, these amendments result in a net increase to the City's overall expenditure budget of $94,172,203 and a net increase to the overall revenue budget of $35,456,065. The resulting net expenditure increase of $58,716,138 (over and above additional revenue) is supported by current budgeted revenues and/or available fund balances.

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

ACTION RECOMMENDED:

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

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-__

INTRODUCED BY:

Finance Committee

A RESOLUTION

RELATING TO A REQUEST FOR APPROVAL OF FIRST QUARTER BUDGET AMENDMENTS FOR FISCAL YEAR 2020/2021.

WHEREAS, a First Quarter Review of the Fiscal Year 2020/2021 Budget shows a need to address significant priorities.

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

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

PASSED, APPROVED, and ADOPTED the ___ day of _____, 2020.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

_____

LOCAL GOVERNMENT DIVISION

N.M. DEPARTMENT OF FINANCE

AND ADMINISTRATION

CITY OF SANTA FE

1ST QUARTER FY 2020/21

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SUB-SECTION [A]

AMENDMENTS TO FY 2020/21 BUDGET THAT HAVE PREVIOUSLY BEEN APPROVED BY CITY COUNCIL

CITY OF SANTA FE - FIRST QUARTER FY 2020/2021
SUB-SECTION [A]: BUDGET AMENDMENTS PREVIOUSLY APPROVED BY CITY COUNCIL

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
Council-Approved Capital Improvements Program (CIP) Budget Amendments:					
232	Impact Fees Fund	Allocation of Roads Impact Fees to the Agua Fria/S. Meadows Rd. Intersection Improvements project *[CC apvd. 9/9/20, #10-k]*	$ 54,000	$ -	$ (54,000)
330	CIP Streets & Roadways	Allocation of NM DOT Grant and Roads Impact Fees to the Agua Fria/S. Meadows Rd. Intersection Improvements project *[CC apvd. 9/9/20, #10-k]*	216,000	216,000	-
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget from the Fire Station #2 project and reallocation to various CIP projects *[CC apvd. 9/9/20, #10-j]*	6,000,000	-	(6,000,000)
505	Water Management	Appropriation for the booster station repair/replacement CIP project *[CC apvd. 8/12/20, #10-d]*	839,962	-	(839,962)
Subtotal - Council-Approved Capital Improvements Program (CIP) Budget Amendments			***$ 7,109,962***	***$ 216,000***	***$ (6,893,962)***
Other Council-Approved Budget Amendments:					
212	Economic Development	Appropriation of CARES Act grant for youth job training and workforce development *[CC apvd. 9/17/20, #4-a]*	$ 300,000	$ 300,000	$ -
212	Economic Development	Appropriation of CARES Act grant for purchase of the NOVID City/County-wide contact tracing app *[CC apvd. 9/17/20, #4-a]*	15,000	15,000	-
213	Lodgers' Tax Fund	Appropriation of CARES Act grant funding for virtual tourism e-commerce support *[CC apvd. 9/17/20, #4-a]*	150,000	150,000	-
213	Lodgers' Tax Fund	Appropriation of CARES Act grant funding to support Tourism website upgrades and enhancements for COVID issues *[CC apvd. 9/17/20, #4-a]*	115,000	115,000	-
213	Lodgers' Tax Fund	Appropriation of CARES Act grant funding for artist microgrants/training and buildout for Community Gallery opening *[CC apvd. 9/17/20, #4-a]*	75,000	75,000	-
221	Emergency Services	Appropriation of CARES Act grant for purchase of personal protective equipment and supplies *[CC apvd. 9/17/20, #4-a]*	500,000	500,000	-
221	Emergency Services	Appropriation of CARES Act grant for COVID ambulance response support *[CC apvd. 9/17/20, #4-a]*	250,000	250,000	-
240	Community Development	Appropriation of CARES Act grant for CONNECT Program emergency funding *[CC apvd. 9/17/20, #4-a]*	3,660,000	3,660,000	-
240	Community Development	Appropriation of CARES Act grant funding for gap financing of a motel purchase to provide COVID-safe shelter for homeless residents *[CC apvd. 9/17/20, #4-a]*	2,000,000	2,000,000	-
240	Community Development	Appropriation of CARES Act grant funding to provide support for school-aged children engaged in distance/hybrid learning *[CC apvd. 9/17/20, #4-a]*	1,060,000	1,060,000	-
240	Community Development	Appropriation of CARES Act grant funding for Finance Department project management and assistance for procurement, reconciliation and reporting *[CC apvd. 6/24/20, #19-a]*	734,958	734,958	-
240	Community Development	Appropriation of CARES Act grant funding to provide food and shelter for homeless residents *[CC apvd. 9/17/20, #4-a]*	400,000	400,000	-

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
240	Community Development	Appropriation of CARES Act grant funding to support safe housing for homeless residents at the Midtown Property *[CC apvd. 6/24/20, #19-a]*	361,227	361,227	-
240	Community Development	Appropriation of CARES Act grant funding to purchase and equip a COVID response Mobile Hygiene Unit *[CC apvd. 9/17/20, #4-a]*	212,000	212,000	-
240	Community Development	Appropriation of CARES Act grant funding to support Santa Fe Promise campaign strategic communications *[CC apvd. 6/24/20, #19-a]*	200,000	200,000	-
240	Community Development	Appropriation of CARES Act grant funding for COVID emergency sick leave and family medical leave *[CC apvd. 6/24/20, #19-a]*	150,000	150,000	-
240	Community Development	Appropriation of CARES Act grant funding to support improved online telework training *[CC apvd. 6/24/20, #19-a]*	20,000	20,000	-
241	Senior Citizen Grants/Programs	Appropriation of NM Agency on Aging grant to support the Nutrition Services Incentive Program *[CC apvd. 9/30/20, #11-c]*	111,126	111,126	-
241	Senior Citizen Grants/Programs	Appropriation of Federal Agency on Aging grant to support senior congregate and home-delivered meals *[CC apvd. 9/30/20, #11-d]*	61,325	61,325	-
251	Library Fund	Appropriation of CARES Act grant funding to provide Library technology for online learning *[CC apvd. 9/17/20, #4-a]*	250,000	250,000	-
254	Public Facilities Fund	Appropriation of CARES Act grant funding for parks and open space maintenance staffing support *[CC apvd. 6/24/20, #19-a]*	150,000	150,000	-
254	Public Facilities Fund	Appropriation of CARES Act grant funding to support parks and open space security services *[CC apvd. 6/24/20, #19-a]*	100,000	100,000	-
325	CIP Special Projects	Appropriation of CARES Act grant to support ERP e-services expansion *[CC apvd. 9/17/20, #4-a]*	250,000	250,000	-
365	½% GRT Income Fund	Appropriation of CARES Act grant for COVID-safe facilities improvements *[CC apvd. 9/17/20, #4-a]*	437,000	437,000	-
365	½% GRT Income Fund	Appropriation of CARES Act grant for purchase of telecommuting equipment *[CC apvd. 9/17/20, #4-a]*	300,000	300,000	-
365	½% GRT Income Fund	Appropriation of CARES Act grant to provide free public wi-fi to COVID-affected areas in Council Districts 2, 3 & 4 *[CC apvd. 9/17/20, #4-a]*	270,000	270,000	-
365	½% GRT Income Fund	Appropriation of CARES Act grant to support the E-Gov expansion project *[CC apvd. 9/17/20, #4-a]*	250,000	250,000	-
500	Waste Water Management	Appropriation from available balance for treatment plant upgrades and improvements *[CC apvd. 9/9/20, #10-m]*	298,193	-	(298,193)
520	Santa Fe Convention Center	Appropriation of CARES Act grant funding to support air purification retrofits to the Convention Center facility *[CC apvd. 9/17/20, #4-a]*	62,000	62,000	-
550	Genoveva Chavez Community Ctr	Appropriation of CARES Act grant funding to support the Mobile Recreational School-Age Youth Program *[CC apvd. 6/24/20, #19-a]*	560,000	560,000	-
550	Genoveva Chavez Community Ctr	Appropriation of CARES Act grant funding to support COVID-safe outdoor recreational activities *[CC apvd. 6/24/20, #19-a]*	45,000	45,000	-
550	Genoveva Chavez Community Ctr	Appropriation of CARES Act grant funding to support parks monitoring/social distancing and protective services *[CC apvd. 6/24/20, #19-a]*	40,000	40,000	-

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
550	Genoveva Chavez Community Ctr	Appropriation of CARES Act grant funding to support outreach/ engagement for City-sponsored COVID-safe activities *[CC apvd. 6/24/20, #19-a]*	25,000	25,000	-
Subtotal - Other Council-Approved Budget Amendments			***$ 13,412,829***	***$ 13,114,636***	***$ (298,193)***
TOTAL - Budget Amendments Previously Approved by City Council			***$ 20,522,791***	***$ 13,330,636***	***$ (7,192,155)***

CITY OF SANTA FE

1ST QUARTER FY 2020/21

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SUB-SECTION [B]

AMENDMENTS TO FY 2020/21 BUDGET THAT HAVE NOT PREVIOUSLY BEEN APPROVED BY CITY COUNCIL

CITY OF SANTA FE - FIRST QUARTER FY 2020/2021
SUB-SECTION [B]: BUDGET AMENDMENTS NOT PREVIOUSLY APPROVED BY CITY COUNCIL

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
100	General Fund	Re-appropriation of unspent prior year budget for purchase of Police vehicles and equipment	$ 605,299	$ -	$ (605,299)
213	Lodgers' Tax Fund	Appropriation of funding to support marketing efforts for the Northern NM Air Alliance	32,481	-	(32,481)
223	Law Enforcement	Re-appropriation of unspent prior year budget for purchase of Police vehicles and equipment	410,204	-	(410,204)
223	Law Enforcement	Re-appropriation of unspent prior year budget for replacement of Municipal Court air conditioning units	8,500	-	(8,500)
231	City Drainage Fund	Re-appropriation of unspent prior year budget for the ongoing Arroyo Chamiso CIP project	120,443	-	(120,443)
231	City Drainage Fund	Re-appropriation of unspent prior year budget for ongoing Santa Fe River drainage repairs projects	112,159	-	(112,159)
231	City Drainage Fund	Re-appropriation of unspent prior year budget for the ongoing Siler Yards CIP project	101,845	-	(101,845)
231	City Drainage Fund	Re-appropriation of unspent prior year budget for the ongoing Ricardo-Don Jose drainage CIP project	8,353	-	(8,353)
240	Community Development	Re-budget remaining portion of prior year US HUD CDBG grants to support the SF Community Housing Trust and Homewise	210,880	134,880	(76,000)
241	Senior Citizen Grants/Programs	Appropriation of NM Agency on Aging grant to support the Senior Employment Program	46,340	46,340	-
241	Senior Citizen Grants/Programs	Adjustments to Seniors grant budgets based on final awards	(22,239)	-	22,239
250	Historic Preservation	Appropriation of funding for ongoing archaeological/historic preservation activities at 2725 Agua Fria Street	17,090	-	(17,090)
256	Youth/Recreation Programs	Appropriation of private donation to support Youth & Family program activities	10,000	10,000	-
320	CIP Facilities	Re-appropriation of unspent prior year budget for the ongoing Southside Teen Center CIP project	1,045,659	-	(1,045,659)
320	CIP Facilities	Re-appropriation of unspent prior year budget for the ongoing City Facilities Solarization CIP project	821,761	-	(821,761)
320	CIP Facilities	Re-appropriation of unspent prior year budget for ongoing municipal facilities repairs CIP projects	603,154	-	(603,154)
320	CIP Facilities	Re-appropriation of unspent prior year budget for the ongoing Water Street restroom facility CIP project	539,976	-	(539,976)
320	CIP Facilities	Re-appropriation of unspent prior year budget for ongoing senior center renovation/improvements CIP projects	315,244	-	(315,244)
320	CIP Facilities	Re-appropriation of unspent prior year budget for the ongoing Fire Station #2 CIP project	154,523	-	(154,523)
320	CIP Facilities	Re-appropriation of unspent prior year budget for ongoing Municipal Court facility CIP projects	117,000	-	(117,000)
320	CIP Facilities	Appropriation of NM General Fund grant to support the Christus St. Vincent Behavioral Health Facility project	50,000	-	(50,000)
320	CIP Facilities	Re-appropriation of unspent prior year budget for the ongoing Max & Friends Dog Park CIP project	28,058	-	(28,058)
320	CIP Facilities	Re-appropriation of unspent prior year budget for the ongoing Train Depot facility CIP project	7,000	-	(7,000)

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
320	CIP Facilities	Re-appropriation of unspent prior year budget for the ongoing Salvador Perez Pool Liner Replacement CIP project	940	-	(940)
325	CIP Special Projects	Re-budget remaining portion of NMEDD grant for the ongoing Santa Fe Business Incubator CIP project	257,400	257,400	-
325	CIP Special Projects	Re-appropriation of unspent prior year budget for the ongoing Broadband Infrastructure CIP project	190,895	-	(190,895)
325	CIP Special Projects	Re-appropriation of unspent prior year budget for the ongoing Public Safety Wireless System project	176,965	-	(176,965)
330	CIP Streets & Roadways	Re-budget remaining portion of NM DOT grant for the ongoing Cerrillos Road CIP project	1,122,551	1,036,748	(85,803)
330	CIP Streets & Roadways	Re-budget remaining portion of NM DOT grant for the ongoing Agua Fria/South Meadows Intersection CIP project	796,780	408,275	(388,505)
330	CIP Streets & Roadways	Re-appropriation of unspent prior year budget for the ongoing Guadalupe Street Bridge CIP project	750,000	-	(750,000)
330	CIP Streets & Roadways	Re-appropriation of unspent prior year budget for the ongoing Guadalupe Street Reconstruction CIP project	487,717	-	(487,717)
330	CIP Streets & Roadways	Re-appropriation of unspent prior year budget for the ongoing Osage Avenue CIP project	435,000	-	(435,000)
330	CIP Streets & Roadways	Re-appropriation of unspent prior year budget for the ongoing Paseo del Sol West CIP project	400,867	-	(400,867)
330	CIP Streets & Roadways	Re-appropriation of unspent prior year budget for the ongoing Old Santa Fe Trail Bike Lane CIP project	349,984	-	(349,984)
330	CIP Streets & Roadways	Re-appropriation of unspent prior year budget for the ongoing St. Michael's Underpass CIP project	284,999	-	(284,999)
330	CIP Streets & Roadways	Re-appropriation of unspent prior year budget for ongoing paved street resurfacing CIP projects	277,992	-	(277,992)
330	CIP Streets & Roadways	Re-appropriation of unspent prior year budget for ongoing small sidewalk projects	263,733	-	(263,733)
330	CIP Streets & Roadways	Re-appropriation of unspent prior year budget for the ongoing Harrison Road Improvements CIP project	208,317	-	(208,317)
330	CIP Streets & Roadways	Re-appropriation of unspent prior year budget for the ongoing Alta Vista CIP project	190,071	-	(190,071)
330	CIP Streets & Roadways	Re-appropriation of unspent prior year budget for the ongoing Agua Fria/Cottonwood Drive Intersection CIP project	141,788	-	(141,788)
330	CIP Streets & Roadways	Re-appropriation of unspent prior year budget for the ongoing Palace Avenue CIP project	88,920	-	(88,920)
330	CIP Streets & Roadways	Re-appropriation of unspent prior year budget for the ongoing Arroyo Chamiso Crossing Study CIP project	77,860	-	(77,860)
330	CIP Streets & Roadways	Re-appropriation of unspent prior year budget for the ongoing Zafarano Drive CIP project	67,863	-	(67,863)
330	CIP Streets & Roadways	Re-appropriation of unspent prior year budget for the ongoing Siringo Road CIP project	48,757	-	(48,757)
330	CIP Streets & Roadways	Re-appropriation of unspent prior year budget for the ongoing Sandoval/Montezuma Intersection CIP project	44,881	-	(44,881)
330	CIP Streets & Roadways	Re-appropriation of unspent prior year budget for the ongoing Paseo del Sol CIP project	44,296	-	(44,296)
330	CIP Streets & Roadways	Re-appropriation of unspent prior year budget for the ongoing Rufina Street CIP project	27,582	-	(27,582)

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
330	CIP Streets & Roadways	Re-appropriation of unspent prior year budget for ongoing bridge rehabilitation CIP projects	24,073	-	(24,073)
330	CIP Streets & Roadways	Re-appropriation of unspent prior year budget for ongoing ADA improvements projects	15,244	-	(15,244)
330	CIP Streets & Roadways	Re-appropriation of unspent prior year budget for the ongoing South Meadows Road CIP project	2,956	-	(2,956)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for the ongoing Public Safety Radio System CIP project	899,066	-	(899,066)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for the ongoing Midtown Property Plan/Site Preparation CIP project	883,137	-	(883,137)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for ongoing GCCC Facility Improvements CIP projects	833,635	-	(833,635)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for the ongoing City Hall Facility Improvements CIP project	528,301	-	(528,301)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for the ongoing MRC Soccer Valley Improvements CIP project	500,000	-	(500,000)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for ongoing Airport Improvements CIP projects	485,052	-	(485,052)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for ongoing Art in Public Places CIP projects	400,000	-	(400,000)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for the ongoing Public Safety Wireless System CIP project	200,000	-	(200,000)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for the ongoing Police Records Facility CIP project	137,712	-	(137,712)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for the ongoing Salvador Perez Improvements CIP project	121,779	-	(121,779)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for the ongoing Constituent Request Management System CIP project	100,000	-	(100,000)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for the ongoing Southside Library CIP project	53,378	-	(53,378)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for the ongoing Tree Root/Paver Repairs CIP project	41,141	-	(41,141)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for ongoing OSHA-related improvements projects	26,872	-	(26,872)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for the ongoing Ball Parker Sewer CIP project	20,000	-	(20,000)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for the ongoing Urban Trail Bridges Restoration CIP project	16,455	-	(16,455)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for the ongoing Main Library CIP project	10,000	-	(10,000)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for the ongoing Siler Road Facility Improvements CIP project	3,267	-	(3,267)
345	CIP Community Development	Re-appropriation of unspent prior year budget for the ongoing Kitchen Angels CIP project	432,234	-	(432,234)
345	CIP Community Development	Appropriation of NM General Fund grant to support the La Communidad de los Ninos project	50,000	-	(50,000)
350	CIP Arts and Culture	Re-budget remaining portion of NM DFA grant for the ongoing El Museo Cultural CIP project	160,000	177,235	17,235

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
350	CIP Arts and Culture	Re-budget remaining portion of NM DFA grant for the ongoing Easter Seals Greenhouse CIP project	118,500	131,265	12,765
350	CIP Arts and Culture	Re-appropriation of unspent prior year budget for ongoing Art in Public Places CIP projects	46,723	-	(46,723)
355	CIP Parks and Trails	Re-appropriation of unspent prior year budget for the ongoing Rail Trail CIP project	1,093,635	-	(1,093,635)
355	CIP Parks and Trails	Re-appropriation of unspent prior year budget for the ongoing Southwest Activity Node Park CIP project	429,219	-	(429,219)
355	CIP Parks and Trails	Re-appropriation of unspent prior year budget for the ongoing Tierra Contenta Trail CIP project	339,886	-	(339,886)
355	CIP Parks and Trails	Re-appropriation of unspent prior year budget for the ongoing Railyard Park Improvements CIP project	315,000	-	(315,000)
355	CIP Parks and Trails	Re-appropriation of unspent prior year budget for the ongoing MRC Soccer Valley Improvements CIP project	250,000	-	(250,000)
355	CIP Parks and Trails	Re-appropriation of unspent prior year budget for the ongoing Acequia Trail CIP project	165,706	-	(165,706)
355	CIP Parks and Trails	Re-appropriation of unspent prior year budget for the ongoing Canada Rincon Trail CIP project	35,399	-	(35,399)
355	CIP Parks and Trails	Re-appropriation of unspent prior year budget for the ongoing Citywide Bike Lanes CIP project	22,429	-	(22,429)
355	CIP Parks and Trails	Re-appropriation of unspent prior year budget for the ongoing St. Francis Crossing CIP project	18,541	-	(18,541)
355	CIP Parks and Trails	Re-appropriation of unspent prior year budget for the ongoing Watershed Maintenance CIP project	14,648	-	(14,648)
500	Waste Water Management	Re-appropriation of unspent prior year budget for ongoing Wastewater CIP projects	20,079,714	-	(20,079,714)
500	Waste Water Management	Appropriation for on-call engineering services for CIP projects	56,627	-	(56,627)
500	Waste Water Management	Appropriation for promotion of a WWM Shift Supervisor position to WWM Superintendent	12,343	-	(12,343)
500	Waste Water Management	Appropriation for promotion of a Field Operator Basic position to Field Operator Lead	8,235	-	(8,235)
505	Water Management	Re-appropriation of unspent prior year budget for ongoing water CIP projects	6,859,675	-	(6,859,675)
505	Water Management	Appropriation for on-call engineering services for CIP projects	56,627	-	(56,627)
505	Water Management	Appropriation for building and cooling tower maintenance costs	39,000	-	(39,000)
505	Water Management	Appropriation for purchase of bulk water delivery meters for sales to Santa Fe County	31,052	-	(31,052)
505	Water Management	Appropriation for promotion of a Pipefitter Entry position to Pipefitter Basic	8,432	-	(8,432)
515	Railyard Properties	Re-appropriation of unspent prior year budget for ongoing Railyard Improvements CIP projects	274,594	-	(274,594)
515	Railyard Properties	Reallocation from General Fund for Railyard security services	13,853	13,853	-
540	Transit Bus System	Re-appropriation of unspent prior year budget for the ongoing Downtown Transit Facility CIP project	3,771,145	-	(3,771,145)
540	Transit Bus System	Re-appropriation of unspent prior year budget for the ongoing Southside Transit Facility CIP project	2,281,527	-	(2,281,527)
540	Transit Bus System	Re-appropriation of unspent prior year budget for the ongoing Bus Shelter/Stop Upgrades CIP project	544,041	-	(544,041)

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
545	Airport	Re-budget remaining portion of NM DOT/US FAA grants for the ongoing Airport Terminal Improvements CIP project	8,907,083	11,230,780	2,323,697
545	Airport	Re-budget remaining portion of NM DOT/US FAA grants for ongoing Airport taxiway improvements CIP projects	4,516,739	5,658,829	1,142,090
545	Airport	Re-budget remaining portion of NM DOT/US FAA grants for the ongoing Airport Passenger Parking Improvements CIP project	1,502,838	1,876,299	373,461
545	Airport	Re-budget remaining portion of NM DOT/US FAA grants for ongoing Airport electrical systems improvements CIP projects	134,835	134,835	-
545	Airport	Re-budget remaining portion of NM DOT/US FAA grants for ongoing Airport runway improvements CIP projects	106,104	106,104	-
545	Airport	Re-appropriation of unspent prior year budget for the ongoing Airport East Apron Reconstruction CIP project	35,772	-	(35,772)
550	Genoveva Chavez Community Ctr	Re-appropriation of unspent prior year budget for the ongoing GCCC HVAC improvements project	792,254	-	(792,254)
550	Genoveva Chavez Community Ctr	Re-appropriation of unspent prior year budget for ongoing GCCC facility CIP projects	104,968	-	(104,968)
TOTAL - Budget Amendments Not Previously Approved by City Council			***$ 71,011,334***	***$ 21,222,843***	***$ (49,788,491)***

CITY OF SANTA FE

1ST QUARTER FY 2020/21

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SUB-SECTION [C]

JOINT OPERATIONS (BUCKMAN DIRECT DIVERSION & SF SOLID WASTE MANAGEMENT AGENCY) – BOARD-APPROVED AMENDMENTS TO FY 2020/21 BUDGET

CITY OF SANTA FE - FIRST QUARTER FY 2020/2021
SUB-SECTION [C]: JOINT OPERATIONS - BOARD-APPROVED BUDGET AMENDMENTS

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
800	Buckman Direct Diversion	Re-appropriation of unspent prior year budget for ongoing BDD repair/replacement projects	$ 293,195	$ 293,195	$ -
800	Buckman Direct Diversion	Appropriation from the BDD Repair & Replacement Fund for replacement of the water treatment plant chiller unit	199,456	199,456	-
801	BDD Repair & Replacement Fund	Re-appropriation of unspent prior year budget for ongoing BDD repair/replacement projects	293,195	-	(293,195)
800	Buckman Direct Diversion	Appropriation from the BDD Repair & Replacement Fund for replacement of the water treatment plant chiller unit	199,456	-	(199,456)
810	SF Solid Waste Mgmt Agency	Re-appropriation of unspent prior year budget for ongoing projects and contracted services	679,087	-	(679,087)
810	SF Solid Waste Mgmt Agency	Transfer of interest earnings to various SWMA funds based on fund cash balances	409,935	-	(409,935)
811	SWMA Equip Replacement Fund	Transfer of interest earnings to various SWMA funds based on fund cash balances	-	68,816	68,816
812	SWMA Gas Collection Reserve	Re-appropriation of unspent prior year budget for ongoing projects and contracted services	289,949	-	(289,949)
812	SWMA Gas Collection Reserve	Transfer of interest earnings to various SWMA funds based on fund cash balances	-	12,278	12,278
813	SWMA Cell Developmt Reserve	Transfer of interest earnings to various SWMA funds based on fund cash balances	-	65,227	65,227
814	SWMA Emergency Reserve	Transfer of interest earnings to various SWMA funds based on fund cash balances	-	22,407	22,407
815	SWMA Closure/Post-Closure Reserve	Transfer of interest earnings to various SWMA funds based on fund cash balances	-	224,837	224,837
816	SWMA CIP Fund	Appropriation from SWMA CIP Fund for the BuRRT wetland liner system project	273,805	-	(273,805)
816	SWMA CIP Fund	Transfer of interest earnings to various SWMA funds based on fund cash balances	-	16,370	16,370
TOTAL - Joint Operations - Board Approved Budget Amendments			***$ 2,638,078***	***$ 902,586***	***$ (1,735,492)***

CITY OF SANTA FE

1ST QUARTER FY 2020/21

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SUB-SECTION [D]

SUMMARY OF ALL QUARTERLY AMENDMENTS TO FY 2020/21 BUDGET BY FUND

CITY OF SANTA FE - FIRST QUARTER FY 2020/2021
SUB-SECTION [D]: TOTAL QUARTERLY AMENDMENTS BY FUND

Fund	*Fund Title*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
100	General Fund	$ 605,299	$ -	$ (605,299)
212	Economic Development	315,000	315,000	-
213	Lodgers' Tax Fund	372,481	340,000	(32,481)
221	Emergency Services	750,000	750,000	-
223	Law Enforcement	418,704	-	(418,704)
231	City Drainage Fund	342,800	-	(342,800)
232	Impact Fees Fund	54,000	-	(54,000)
240	Community Development	9,009,065	8,933,065	(76,000)
241	Senior Citizen Grants/Programs	196,552	218,791	22,239
250	Historic Preservation	17,090	-	(17,090)
251	Library Fund	250,000	250,000	-
254	Public Facilities Fund	250,000	250,000	-
256	Youth/Recreation Programs	10,000	10,000	-
320	CIP Facilities	3,683,315	-	(3,683,315)
325	CIP Special Projects	875,260	507,400	(367,860)
330	CIP Streets & Roadways	6,368,231	1,661,023	(4,707,208)
335	CIP Bond Acquisition	11,259,795	-	(11,259,795)
345	CIP Community Development	482,234	-	(482,234)
350	CIP Arts and Culture	325,223	308,500	(16,723)
355	CIP Parks and Trails	2,684,463	-	(2,684,463)
365	½% GRT Income Fund	1,257,000	1,257,000	-
500	Waste Water Management	20,455,112	-	(20,455,112)
505	Water Management	7,834,748	-	(7,834,748)
515	Railyard Properties	288,447	13,853	(274,594)
520	Santa Fe Convention Center	62,000	62,000	-
540	Transit Bus System	6,596,713	-	(6,596,713)
545	Airport	15,203,371	19,006,847	3,803,476
550	Genoveva Chavez Community Ctr	1,567,222	670,000	(897,222)
800	Buckman Direct Diversion	492,651	492,651	-
801	BDD Repair & Replacement Fund	492,651	-	(492,651)
810	SF Solid Waste Mgmt Agency	1,089,022	-	(1,089,022)
811	SWMA Equip Replacement Fund	-	68,816	68,816
812	SWMA Gas Collection Reserve	289,949	12,278	(277,671)
813	SWMA Cell Developmt Reserve	-	65,227	65,227
814	SWMA Emergency Reserve	-	22,407	22,407
815	SWMA Closure/Post-Closure Reserve	-	224,837	224,837
816	SWMA CIP Fund	273,805	16,370	(257,435)
QUARTERLY TOTAL - ALL FUNDS		***$ 94,172,203***	***$ 35,456,065***	***$ (58,716,138)***

FIR No. 3291

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): First Quarter Budget Amendments, Fiscal Year

Sponsor(s): _____

Reviewing Department(s): Finance

Staff Completing FIR: Andy Hopkins Date: 10/28/2020 Phone: 955-6177

Reviewed by City Attorney: _____ Date: Oct 28, 2020

Reviewed by Finance Director: Mary McCoy Date: Oct 28, 2020

Summary:
The purpose of the Resolution is to make 1st Quarter FY 2020/2021 budget amendments, increases and decreases to various funds, including adjustments for department priorities, grant adjustments, prior year encumbrances and increases supported by available revenue.

Departments Affected:
Various.

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

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

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

Fiscal Implications:
See Resolution attachments – Resolution Detail by Fund

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 21	FYE 22	FYE 23	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$ †	$ 0	$ 0	N	NR	†	
Capital Outlay	$ †	$ 0	$ 0	N	NR		
Contractual/ Professional Services	$ †	$ 0	$ 0				
Operating	$ †	$ 0	$ 0			†	$ †
Total:	$ †	$ 0	$ 0				$ †

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

Expenditure Narrative:

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

Revenue

Revenue Type	FYE 21	FYE 22	FYE 23	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$ †	$ 0	$ 0	NR	
Special Revenue	$ †	$ 0	$ 0	NR	
CIP	$ †	$ 0	$ 0	NR	
Enterprise	$ †	$ 0	$ 0	NR	
Internal Service	$ †	$ 0	$ 0	NR	
Trust and Agency	$ †	$ 0	$ 0	NR	
Federal	$ †	$ 0	$ 0	NR	
Other	$ †	$ 0	$ 0	NR	†
Total	$ †	$ 0	$ 0		

Revenue Narrative:

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

† *See Attachments – Resolution Detail by Fund*

Signature: Andy Hopkins

Email: ajhopkins@ci.santa-fe.nm.us

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 11/09/2020

ISSUE NO. 8D

Request for Approval on the License Agreement in exchange for obligations of Licensee for an indefinite term between the City of Santa Fe and New Mexico Department of Cultural Affairs. (Sam Burnett, Public Works Project Administrator, jsburnett@santafenm.gov, (505) 955-9533 and Andrea Salazar, Assistant City Attorney, asalazar@santafenm.gov, (505) 995-6303)

Committee Review:
Quality of Life Committee: 11/04/2020
Public Works & Utilities Committee: 11/09/2020
Governing Body: 11/10/2020

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 11/10/2020 Governing Body

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 11/04/2020
FOR CITY COUNCIL MEETING OF 11/10/2020

ISSUE:

Request for Approval on the License Agreement in exchange for obligations of Licensee for an indefinite term between the City of Santa Fe and New Mexico Department of Cultural Affairs. (Sam Burnett, Public Works Project Administrator, jsburnett@santafenm.gov, (505) 955-9533 and Andrea Salazar, Assistant City Attorney, asalazar@santafenm.gov, (505) 995-6303)

Committee Review:
Quality of Life Committee: 11/04/2020
Public Works & Utilities Committee: 11/09/2020
Governing Body: 11/10/2020

QUALITY OF LIFE COMMITTEE ACTION: Approved on discussion. Councilor Villarreal moved this item from the consent agenda to the discussion agenda.

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Public Works and Utilities Committee; 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: **October 1, 2020**

TO: **City of Santa Fe Governing Body**

VIA: **Jarel LaPan Hill, City Manager** JLH
Regina Wheeler, Public Works Director RW
Erin McSherry, City Attorney EM
Andrea Salazar, Assistant City Attorney AS

FROM: **Sam Burnett, Property Maintenance Manager**

ITEM AND ISSUE:
Request for Approval on the License Agreement in exchange for obligations of Licensee for an indefinite term between the City of Santa Fe and New Mexico Department of Cultural Affairs.

BACKGROUND AND SUMMARY:
This agreement will grant a License to the New Mexico State Department of Cultural Affairs for the use of the right-of-way at the corner of Garfield Street and Guadalupe Street. The total area included in this license is 5,900 sqft.

This License allows the Licensee to use the Premises for the purpose of construction staging and storage during construction of the Vladem Contemporary Museum, and creating and maintaining landscaping and improvements for the Vladem Contemporary Museum. No other use by the Licensee of the right-of-way shall be allowed.

Both the City Attorney's Office and the General Counsel for the NM Department of Cultural Affairs have reviewed and negotiated the terms of the License with their internal stakeholders.

The Licensee's use of the Premises for any purpose not provided for herein shall be deemed a material and substantial breach of this Agreement and shall constitute grounds for injunctive relief by the City.

ACTION REQUESTED:
We respectfully requests your review and approval.

LICENSE AGREEMENT
FOR ENCROACHMENTS ONTO
CITY RIGHT-OF-WAY

THIS AGREEMENT, made this _____ day of September, 2020, by and between the City of Santa Fe, New Mexico, a Municipal Corporation, (the "City"), and the State of New Mexico, acting by and through the Department of Cultural Affairs, a political subdivision of New Mexico (the "Licensee"), whose address is Bataan Memorial Building, 407 Galisteo Street, Suite 260, Santa Fe, NM 87501.

WITNESSETH:

In consideration of the Licensee's promises herein, the City hereby gives the Licensee a License, revocable and terminable as hereinafter provided, to enter on the property of the City as follows:

1. **PREMISES**. Subject to all of the terms and conditions of this License Agreement, the City allows the Licensee to use and occupy that portion of City right-of-way located at the northwest corner of the intersection of Garfield Street and Guadalupe Street. The area of encroachment consists of approximately 5900 square feet as shown on **Exhibit "A"**, attached hereto and made a part hereof (the "Premises").

    a. The City agrees to allow, and hereby allows, the Licensee to use the Premises for the purpose of construction staging, and storage, during construction of the Vladem Contemporary Museum, and creating and maintaining landscaping and improvements for the Vladem Contemporary. No other use by the Licensee of the right-of-way shall be allowed.

    b. No other uses shall be allowed in any manner by the Licensee beyond those actions necessary to create and maintain the landscaping and site improvements.

    c. Licensee's use of the Premises for any purpose not provided for herein shall be deemed a material and substantial breach of this Agreement and shall constitute grounds for injunctive relief by the City.

2. **TERM**. This License Agreement shall commence on the date entered above, which shall be no earlier than the date of execution by all parties, and shall continue until this License Agreement is terminated as provided in Part 4 below.

3. **PAYMENT**. The City hereby waives its standard fees for this License Agreement; provided, however, in the place and stead of those fees, the City accepts as full consideration for granting this License, the Licensee's performance of the following actions, at the Licensee's sole expense, and in conformity with the requirements of Section 10 below:

a. relocate the existing bus stop, no later than the substantial completion of the construction of the Vladem Contemporary Museum, to the location depicted on Exhibit B attached hereto and incorporated herein by reference[or: to a location acceptable to the City of Santa Fe Transit Division];
b. reconstruct the sidewalk at the southwest corner of the intersection of Guadalupe and Montezuma Street to be ADA compliant no later than the substantial completion of the construction of the Vladem Contemporary Museum, to the reasonable specifications timely provided by the City in the location depicted on Exhibit B; and
c. relocate the existing fire hydrant and/or the crosswalk signal pedestal at the southwest corner of the intersection of Guadalupe and Montezuma Streets, as approved by the City of Santa Fe Traffic/Engineering Division, no later than the substantial completion of the construction of the Vladem Contemporary Museum to the location depicted on Exhibit B.

4. **TERMINATION.**
   a. If the City faces a health, safety, or operational need to use the Premises that conflicts with this license, the City may revoke this License Agreement or reduce the area of the Premises, at any time upon thirty (30) days written notice to the Licensee.

   b. The Licensee may terminate this License Agreement at any time upon six (6) month written notice to the City.

   c. In the event that this License is terminated by either party, the Licensee agrees to peaceably and promptly surrender the Premises on that date that is no more than six (6) month after the written notice of termination, to remove all trade fixtures and personal property that the Licensee has placed on the Premises, and, if requested by the City, to restore the Premises to its original state at the time of Licensee's entry thereon; however, in no event shall the City require or have the right to compel the Licensee to relocate the bus stop or fire hydrant to their original locations or to remove the ADA compliant sidewalk constructed in accordance with this License Agreement.

5. **NO INTEREST CREATED.** The Licensee agrees that no property or real estate interest of any kind is conveyed by virtue of this License or by the Licensee's occupancy or use of the Premises under this License Agreement, except as set forth herein.

6. **NO ASSIGNMENT OR SUB-LICENSE.** The Licensee shall not assign this License or make any sub-license under this License Agreement.

7. **INSURANCE.** Subject to the New Mexico Tort Claims Act, the State has coverage for losses and suits as set forth in its State of New Mexico Liability Certificate of Coverage and its State of New Mexico Property Certificate of Coverage, copies of which have been provided to City and which are acceptable to City. The State may obtain and maintain, at its sole expense, including, without limitation, the following:

obtains such a policy or policies of insurance, it is identify the City as an additional insured.

8. **NEW MEXICO TORT CLAIMS ACT**. Any liability incurred by the City and/or the Licensee in connection with this License Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1 et.seq., as amended. The City, the State and DCA, and their "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense, and do not waive any limitation of liability pursuant to law. No provision of this License Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

9. **RECORDING**. This License Agreement shall be recorded in the office of the Santa Fe County Clerk in its entirety.

10. **OBLIGATIONS OF LICENSEE**. The Licensee shall comply with the following conditions:

    a. This License is subject to the provisions of the Santa Fe City Code Sections 14-8.4 (Landscape and Site Design), 23-2 (Construction and Maintenance of Curbs, Gutters, and Sidewalks), and other applicable City code requirements.

    b. The approval of this License does not constitute the issuance of a building permit.

    c. The Licensee shall keep the Premises clean and maintained.

    d. The Licensee's right to use the Premises is subject to any and all existing easements, including utility easements, and the rights incident thereto.

APPROVED THIS_____ DAY OF _____, 2020.

CITY OF SANTA FE, A MUNICIPAL CORPORATION

_____
ALAN WEBBER
MAYOR

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Andrea Salazar
Andrea Salazar (Oct 20, 2020 15:32 MDT)

ASSISTANT CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR
BUSINESS UNIT/LINE ITEM
21117.460150
MUNIS 2122800

LICENSEE:
DEPARTMENT OF CULTURAL
AFFAIRS FOR THE STATE OF NM

By: _____
NICK SCHIAVO
Deputy Secretary

ACKNOWLEDGEMENT

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

Subscribed and sworn to, or affirmed under penalty of perjury, and acknowledged before me by Nick Schiavo, the Deputy Secretary of the New Mexico Department of Cultural Affairs, personally known to me or identified through satisfactory evidence, on this 24th day of September, 2020, after March 30, 2020 and for an indefinite period of time, pursuant to State of New Mexico Executive Order 2020-015, as amended by State of New Mexico Executive Order 2020-039, in which we engaged in direct interaction using audio-video technology. During such audio-video conference, Nick Schiavo signed this instrument while I observed him/her during the audio-video conference. Nick Schiavo transmitted to me this legible copy by fax or other electronic means, or caused it to be hand-delivered to me, on the same day it was signed.

Jane Elizabeth Egan
Notary Public
Printed Name: Jane Elizabeth Egan

My Commission Expires: November 25, 2023

OFFICIAL SEAL
JANE ELIZABETH EGAN
Notary Public - State of New Mexico
My Commission Expires: 11/25/2023

MICHELLE LUJAN GRISHAM
GOVERNOR

KEN ORTIZ
CABINET SECRETARY

MARK TYNDALL
DIRECTOR
RISK MANAGEMENT

State of New Mexico
General Services Department

ADMINISTRATIVE SERVICES DIVISION
(505) 476-1857

FACILITIES MANAGEMENT DIVISION
(505) 827-2141

PURCHASING DIVISION
(505) 827-0472

RISK MANAGEMENT DIVISION
(505) 827-2036

STATE PRINTING & GRAPHIC SERVICES BUREAU
(505) 476-1950

TRANSPORTATION SERVICES DIVISION
(505) 827-1958

STATE OF NEW MEXICO LIABILITY CERTIFICATE OF COVERAGE

Certificate of Coverage – Effective 07-01-2020

SECTION 1

I. PURPOSE AND NATURE OF THIS CERTIFICATE OF COVERAGE

This Certificate of Coverage must be construed in conformity with the corresponding Letter of Administration. This Certificate of Coverage does not provide insurance, but instead provides an explanation to the covered **Governmental Entities** and **Public Employees** of the State of New Mexico about the intent of the use of funds from the **Public Liability Fund.** This Certificate of Coverage shall be applied giving full effect to the intent of the **New Mexico Tort Claims Act,** NMSA § 41-4-1 et seq., as interpreted and determined in accordance with the Section V of this Certificate of Coverage. As the **Public Liability Fund** is not an insurer, it has no obligation to issue reservation of rights letters, nor does it have an obligation to provide separate counsel to a **covered party** in disputed coverage situations. Finally, failure to provide notice to a **covered party** of any covered dispute **shall not operate to waive any of the provisions of this Certificate of Coverage.**

II. COVERAGE DEFINED

A. The **Public Liability Fund** will pay those sums for **ultimate net loss** that the **covered parties** become legally obligated to pay as damages because of the liabilities and waivers of immunity set forth in the **New Mexico Tort Claims Act,** caused by an **occurrence,** except as otherwise excluded under Section IV, below. The duty to defend under this Certificate of Coverage extends to liabilities and waivers of immunity expressly contained in the **New Mexico Tort Claims Act**. The duty to defend also extends to causes of action arising under the **New Mexico Fair Pay for Women Act**, **New Mexico Inspection of Public Records Act**, **New Mexico Whistleblower Protection Act**, and the **New Mexico Ethics Commission Act**. There is no general duty to defend other claims.

B. The **Director**, acting on behalf of the General Services Department, Risk Management Division, through the **Public Liability Fund,** will have the right and the duty to defend the **covered party** against a claim or suit for damages covered under Section II, paragraph A, above. Such duty, however, shall cease upon final disposition of such claim or order issued by a court of competent jurisdiction.

III. COVERED PARTY

A. **Governmental Entities** are **covered parties** under the Certificate of Coverage. Employees of covered **Governmental Entities,** acting within the scope of their duties, are **covered parties.** Other parties defined by NMSA Section 41-4-3 (F) as **Public Employees** of covered **Governmental Entities** are **covered parties**.

B. Any other entity to which the General Services Department, Risk Management Division has issued a Certificate of Coverage is also a **covered party** under this Certificate of Coverage.

C. Any **Public Employee** using an automobile owned or leased by a covered **Governmental Entity** or other Certificate of Coverage holder is also a **covered party** under this Certificate of Coverage.

IV. EXCLUSIONS

Without limiting the **Director's** power to make a written determination if this Certificate of Coverage applies to any claim. This Certificate of Coverage does not apply to:

A. **Procurement Violations/Bid Specifications/Cost Overruns**

1. Claims arising out of protests, estimates of probable costs or costs estimated being exceeded, faulty preparation of bid specifications, or plans, including architectural plans.

2. Mechanic's lien claims, stop notice claims, change order claims, or similar claims by contractors for the value of services or materials provided.

B. **Contractual Obligations**

Claims arising out of:

1. A failure to perform or breach of a contractual obligation; or

2. A failure to award a contract; or

3. A **covered party's** obligation to pay damages by reason of assumption of liability under contract or agreement. However, this exclusion does not apply to liability for damages the **covered party** would have in the absence of the contract or agreement.

C. **Employee Benefit Plans**

Benefits payable under any employee benefit plan.

D. **Fines, Penalties, and Punitive Damages**

Fines, sanctions, assessments, penalties, restitution, disgorgement, exemplary, or punitive damages. However, pursuant to Section 41-4-4 (C) of the **New Mexico Tort Claims Act**, this exclusion does not apply to exemplary or punitive damages awarded by a jurisdiction other than New Mexico against a Public Employee if such employee was acting within the scope of his employment.

Settlement agreements involving the **New Mexico Inspection of Public Records Act** require a **covered party's** contribution in an amount to be determined by the **Director**.

E. **Injunctive/Declaratory Relief**

Ultimate net loss arising out of relief or redress in any form other than money damages.

F. **Intentional Conduct**

Claims or damages caused by a **covered party's** expected or intentional conduct committed with malice, or willful or conscious disregard of New Mexico statutes or rights or safety of others. This exclusion does not apply to a **covered party** whose liability is based solely on its vicarious liability arising out of its relationship to one acting as described above.

G. **Abuse and Molestation**

Claims arising directly or indirectly, out of:

1. a **covered party's** actual or threatened abuse or molestation of any person while in the care, custody, or control of any **covered party**; or

2. the negligent employment, investigation, supervision, retention, or reporting to the proper authorities, or failure to so report, of a person for whom any **covered party** is or ever was legally responsible and whose conduct would be excluded by subparagraph G1., above.

H. **Land Use**

Claims arising out of or in connection with: land use regulation, land use planning, or the principles of eminent domain or condemnation proceedings.

I. **Pollution Cleanup**

Any loss, cost, or expense, including defense costs, arising out of any:

1. request, demand, or order that a **covered party** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or

2. claim or suit by or on behalf of a governmental authority for damages because of testing, monitoring, cleaning, removing, containing, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants.**

J. **Property of a Covered Party**

Property damage to:

1. property owned by or in the care, custody, or control of the **covered party**;

2. property rented to or leased to the **covered party** where it has assumed liability for damage to or destruction of such property; or

3. aircraft, watercraft, or any **vehicle** in the **covered party's** care, custody, or control.

K. **Animals**

Any loss, cost or expense, including defense costs, arising out of any injury or property damage caused by an animal, insect, or plant.

L. **Reasonable Accommodations**

Any expenses or costs incurred by a **covered party** arising from providing a reasonable accommodation to a disabled person, including any modification to premises or workspace to comply with the Human Rights Act or the Americans with Disabilities Act.

M. **Restitution from Officials or Employees**

Claims by a **covered party** against its own past or present elected or appointed officials, employees, or volunteers, where such claim seeks damages or restitution payable to the **covered party.**

N. **Workers' Compensation/Employer's Liability**

Claims for bodily injury to employees arising out of and in the course of employment by the **covered party** that is covered by the **Workers' Compensation Fund** and/or the workers' compensation laws of the State of New Mexico, of any other state, of the federal laws of the United States, or any similar laws.

O. **Wages and Salaries (Compensation Package)**

Damage awards arising out of claims for past or future salary or wage loss, including multipliers, benefits, retirement, insurance or claims for attorney fees by any potential, present, or former employee or official of the **covered party**, arising out of, but not limited to, employment-related practices, policies, acts, or omissions, including termination, coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, or discrimination directed at that person. This exclusion extends to claims of a spouse, child, parent, grandparent, brother, sister, or any other relative legally recognized in the State of New Mexico to have legal standing to

bring a cause of action, of that person as a consequence of injury to the person at whom any of the employment-related practices, policies, acts, or omissions described above are directed.

Settlement agreements incorporating damages as described above require a **covered party's** contribution in an amount to be determined by the **Director**.

V. CONDITIONS

A. Covered Party's Duties in the Event of an Occurrence

1. The **covered party** will notify the **Director** in writing as soon as practicable of an **occurrence** that is likely to result in a claim under this Certificate of Coverage. Such notice will include particulars sufficient to identify the **covered party** involved and, to the extent possible, information regarding the time, place, and circumstances of the **occurrence**, and the names and addresses of any witnesses.

2. The **covered party** shall provide to the **Director** written notice of any claim received by the **covered party** as soon as possible, but in no event more than (7) seven days from receipt.

3. The **covered party** shall cooperate with the **Director** and, upon request, assist in making settlement, in the conduct of suits, and in enforcing any right of contribution or indemnity against any person or organization who may be liable to **covered party,** and shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

B. Right of the Director to Control Claim

1. The **Director** has the right to control the defense and settlement of a claim covered under this Certificate of Coverage. The **Director** shall have the right to select the attorney or attorneys representing each **covered party** and such attorney or attorneys shall be directed by, and report to, the **Director** with regard to the defenses, procedural decisions, and settlement of a claim.

2. The **Director** shall also have the right to determine if separate legal representation is needed where there is more than one **covered party** involved in a suit.

3. The **Director** shall have the exclusive right to settle a claim for which proceeds are to be paid out or are payable out of the **Public Liability Fund.**

C. Deductible

Pursuant to Risk Management Division rules and procedures, the **Director** may establish a deductible for each **Governmental Entity** that shall apply to each **occurrence** covered under Section II, above, by notifying the **Governmental Entity** in writing. However, in no event shall the deductible apply to an **occurrence** that commenced prior to the establishment of such deductible.

D. **Other Coverage**

The coverage provided by this Certificate of Coverage shall be excess over and not contributed with any insurance or other coverage that is available to the **covered party** whether such insurance or other coverage was purchased by the **covered party** or included such **covered party** as an additional insured or additional **covered party.** In the event of a liability claim arising out of a **Public Employee's** authorized use of a personal **vehicle**, used in the scope of that employee's duties, this certificate provides coverage in excess of the employee's personal liability coverage. The employee's personal liability policy is primary, including applicable personal insurance deductibles to be paid by the employee, and coverage is extended only in an amount to provide secondary coverage for the remaining financial exposure, if any, up to the **New Mexico Tort Claims Act** limit. This certificate does not reimburse an employee for their personal insurance deductibles.

E. **Changes**

Other than its annual issuance, the terms and conditions of this Certificate of Coverage shall not be altered or amended or waived, except by written notice signed by the **Director.** Such notice shall be provided at least (30) thirty days prior to the effective date of the change, in writing to the **Governmental Entities.**

F. **Coverage Disputes**

1. The **Director** shall make a written determination if this Certificate of Coverage applies to any disputed claim. The decision of the **Director** may only be appealed through arbitration. Such arbitration shall be requested by the **covered party** by written request to the **Director** within (30) thirty days of the postmark of the written determination of the **Director.**

2. If such arbitration is requested, the **covered party** and the **Director,** on behalf of the **Public Liability Fund**, shall, within (15) fifteen days from the date the written request is actually received in the office of the **Director**, select one arbitrator each and submit his or her name in writing to the other side. Within (10) ten days after their selections, the two arbitrators shall select a third independent arbitrator. If the two arbitrators cannot agree on the selection of the third arbitrator within those (10) ten days, either side may petition the First Judicial District Court in the county of Santa Fe for the appointment of the third arbitrator. The third arbitrator shall be an attorney and preside as the chairperson of the arbitration panel. No arbitrator shall be employed or affiliated with the **covered party** or the General Services Department, Risk Management Division.

3. The arbitration hearing shall commence within (45) forty-five days from the date of the selection of the chairperson, unless both sides agree to an extension. The **covered party** and the **Public Liability Fund** shall pay the cost of its own selected arbitrator and one-half of the cost of the third selected arbitrator. In addition, each side shall be responsible for its own cost and expense of arbitration.

4. The arbitration panel will endeavor to confine the length of the hearing to (2) two days. A decision of the arbitration panel shall be reported in writing. The written decision of the

arbitration panel shall be given to both sides within (30) thirty days of the close of the hearing.

5. During the course of the arbitration proceedings provided herein, the **Public Liability Fund** will be responsible for all fees and expenses for investigation, defense, or litigation of the claim or lawsuit in question. In the event the arbitration panel determines that coverage does not apply for such defense costs, the **covered party** shall reimburse the **Public Liability Fund** as directed by the arbitration panel.

6. All decisions of the arbitration panel shall be final and binding upon the parties and shall not be subject to any further appeal or court action.

G. **Public Liability Fund Protection**

Notwithstanding the duty of the **Director** to pay claims out of the **Public Liability Fund** under Section II above, the **Director** may withhold payment in any one fiscal year pursuant to Section 41-4-23 (D) of the **New Mexico Tort Claims Act**, if the **Director** believes that the **Public Liability Fund** would be exhausted by payment of all claims allowed during a fiscal year, and if so withheld, the **Director** shall notify all affected **covered parties** in writing as soon as practicable.

VI. DEFINITIONS

A. The phrase "**covered party"** means those persons or entities stated in Section III, above.

B. The phrase "**Governmental Entity**" or "**Governmental Entities**" means the state or any local public body as defined in Section 41-4-3 (B) of the **New Mexico Tort Claims Act** which has paid its allocated contribution to the Public Liability Fund.

C. The term "**occurrence**" means an event, act, failure to act, or any other incident which results, or is likely to result, in a claim under this Certificate of Coverage.

D. The term "**pollutant**" means any solid, liquid, gaseous, thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, airborne particles or fibers, molds, asbestos, lead, and waste. Waste includes material to be recycled, reconditioned, or reclaimed. The term **pollutant** as used herein does not mean potable water, agricultural water, water furnished to commercial users, or water used for fire suppression. The term **pollutant** also does not mean police use of mace, oleoresin capsicum (O.C.), pepper gas, or tear gas; or to weed abatement or tree spraying.

E. The phrase "**Public Liability Fund**" means the fund created under Section 41-4-23 of the New Mexico Tort Claims Act.

F. The term "**Director**" means the **Director** of the Risk Management Division of the General Services Department of the State of New Mexico.

G. The phrase "**New Mexico Tort Claims Act**" means NMSA 1978, Section 41-4-1 et seq. (1976), as may be amended.

H. The phrase "**ultimate net loss**" means the total of all defense costs, defense attorney's fees, and all damages for which the **covered party** is liable arising out of an **occurrence** for which coverage under this Certificate of Coverage applies.

I. The phrase "**Workers' Compensation Fund**" means the fund established under the Risk Management Division statute, NMSA 1978, Section 15-7-6 (1977), as may be amended from time to time, to fund the liabilities for injuries to the employees of the State of New Mexico under the Workers' Compensation laws of the State of New Mexico.

J. The term "**vehicle**" means a land, water or air motorized **vehicle**, trailer or semi-trailer, including any machinery or apparatus attached thereto.

SECTION 2

COMMUNITY LAND GRANTS COVERAGE AND LIMITATIONS

I. COVERED COMMUNITY LAND GRANTS

A. The General Services Department, Risk Management Division is authorized under Section 41-4-30 of the **New Mexico Tort Claims Act** to issue a Certificate of Coverage to community land grants that are governed as a political subdivision of the State of New Mexico pursuant to NMSA 1978, Chapter 49, Article 1.

B. Coverage is contingent upon prompt payment by the community land grant of the community land grant's assessment to the **Public Liability Fund** as determined by the **Director** of the Risk Management Division.

II. COVERED ACTIVITIES OF COMMUNITY LAND GRANTS

A. Coverage is provided for the official activities of the covered community land grant, which are those activities explicitly authorized by the board of trustees of the community land grant for the governance and operation of the community land grant as a **Governmental Entity**, and that are the type of activities typically undertaken by the **Governmental Entities** in New Mexico, and that are not excluded by virtue of being business enterprise activities.

B. Coverage is provided for the approved activities of the covered community land grant, which are those activities conducted at a community center that are approved through procedures established by the board of trustees of the community land grant, and that are not excluded by virtue of being business enterprise activities.

III. EXCLUSIONS

A. Coverage for any community land grant does not include coverage for any enterprise or activities undertaken by any of the individual members of the community land grant, whether singly or in association with others.

B. Coverage for any community land grant does not include coverage for any liability attributed to the business enterprise activities of a community land grant. Business enterprise activities include:

1. Any activity undertaken for purposes of earning a monetary profit for the community land grant or for any of its members. The term "monetary profit" as used herein does not include reasonable incidental charges or fees, such as may be made to recoup costs of furnishing meals or refreshments at official activities, or such as a reasonable fee for conducting an approved activity at the community center.

2. Any activity involving the lease or sale of any property of the community land grant.

3. Any activity organized to operate on a non-profit basis, which activity is typically operated on a for-profit basis when conducted by non-governmental entities, such as, but not limited to, the operation of a restaurant or inn, unless the **Director** upon application specifically gives prior approval of coverage for such activity, and only in accordance with such conditions as the **Director** may require.

4. Any activity involving the provision, sale, or consumption of alcoholic beverages.

C. Business enterprise activities are excluded from coverage regardless of whether they are authorized by the board of trustees of the community land grant, and regardless of whether they are undertaken by individual trustees, or by members, individually, as partnerships or as other types of associations, or in any corporate form.

MICHELLE LUJAN GRISHAM
GOVERNOR

KEN ORTIZ
CABINET SECRETARY

MARK TYNDALL
DIRECTOR
RISK MANAGEMENT

State of New Mexico
General Services Department

ADMINISTRATIVE SERVICES DIVISION
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FACILITIES MANAGEMENT DIVISION
(505) 827-2141

PURCHASING DIVISION
(505) 827-0472

RISK MANAGEMENT DIVISION
(505) 827-2036

STATE PRINTING & GRAPHIC SERVICES BUREAU
(505) 476-1950

TRANSPORTATION SERVICES DIVISION
(505) 827-1958

STATE OF NEW MEXICO PROPERTY CERTIFICATE OF COVERAGE

Certificate of Coverage – Effective 07-01-2020

SECTION 1

I. PURPOSE AND NATURE OF THIS CERTIFICATE

This Certificate of Coverage ("Certificate") does not provide insurance, but instead provides an understanding among the **Governmental Entities** of the State of New Mexico about the intent of the use of funds from the **Public Property Reserve Fund** established under NMSA 1978, Section 13-5-1. The **Public Property Reserve Fund** is not an insurer but rather is a fund established by the legislature of the State of New Mexico to provide reimbursement for **loss** to public property, as defined by this Certificate, where not otherwise insured as provided by law.

II. PROPERTY COVERED

Except as otherwise excluded or limited herein, the **Pubic Property Reserve Fund** covers all property of an insurable nature, including money, securities, and **vehicles**, now existing or hereafter acquired, owned by the **Governmental Entity**, in the care, custody or control of the **Governmental Entity** for which the **Governmental Entity** is legally liable, or for which the **Governmental Entity** has assumed liability prior to **loss**, wherever situated, not otherwise excluded.

III. PERILS COVERED AGAINST

The **Public Property Reserve Fund** covers against all risks of direct physical **loss** or damage not otherwise excluded occurring during the period of this Certificate to covered property, including the expense of removal of debris of covered property damaged by a covered peril.

IV. COVERAGE LIMITS AND DEDUCTIBLES

A. Subject to specific exclusions, modifications, and conditions hereinafter provided, the liability of the **Public Property Reserve Fund** in any one **loss** regardless of whether one or more of the coverages of this Certificate are involved and regardless of the number of certificates issued to **Governmental Entities** shall not exceed the Limit of Liability stated on declarations for each occurrence regardless of the number of **Governmental Entities** and/or coverages involved.

B. **The Risk Management Division Director** may establish a deductible for each **Governmental Entity** that shall apply to any one **loss** by notifying the **Governmental Entity** in writing. However, in no event shall the deductible apply to occurrences that commenced prior to the establishment of such deductible.

C. Notwithstanding the duty of the General Services Department, Risk Management Division ("GSD/RMD"), through the **Public Property Reserve Fund**, to pay claims under this Certificate, the General Services Department may withhold payment in any one fiscal year upon a belief by the **Risk Management Division Director** that the **Public Property Reserve Fund** would be exhausted by payment of all claims allowed during that fiscal year.

V. EXTENSIONS OF COVERAGE

A. PROPERTY IN COURSE OF CONSTRUCTION

1. In regards to course of construction of a new building or of a new construction project not previously covered by existing property coverage, the Certificate will provide automatic property coverage for the **Governmental Entity** subject to the following conditions:
   a. Project involves only real property on existing locations (excluding dams, piers, roads, tunnels, and bridges); and
   b. Value of the project at the location does not exceed an amount stated on the declarations. Projects that exceed this amount may be covered by the endorsement.
2. In regards to course of construction to, and remodeling of, existing and currently covered projects, this Certificate will provide automatic coverage for the **Governmental Entity** subject to the following conditions:
   a. Project involves only real property on existing locations (excluding dams, piers, roads, tunnels, and bridges); and
   b. Value of the project at the location does not exceed an amount stated on the declarations. Projects that exceed this amount may be covered by the endorsement.
3. Prior written notification must be delivered to the **Risk Management Division Director** identifying the project by name and specific location, the total project cost, and the anticipated date of completion.
4. Coverage under "Property in Course of Construction" is not considered builders risk coverage and does not indemnify any private sector contractor, entity, business, person, or organization. Thus, if any construction contract that contains a provision whereby a **Governmental Entity** agrees to indemnify or provide a contractor with builder's risk insurance coverage it does not modify the Certificate of Coverage.

B. OFF PREMISES SERVICES – Utilities

The coverage provided by the **Public Property Reserve Fund** is extended to include physical damage, business interruption **loss** and/or extra expense incurred and/or sustained by the **Governmental Entity** as a result of damage to, or destruction of, covered property damaged by a covered peril affecting any suppliers furnishing heat, light, power, gas, water, telephone or similar services to a **Governmental Entity's** premises. This coverage is limited to the liability limits stated on the declarations.

C. EXPEDITING EXPENSES

In the event of physical **loss** or damage covered hereunder, the coverage under this Certificate includes the reasonable extra cost of temporary repair and of the expediting the repair of such damaged property of the **Governmental Entity**, including overtime and the extra cost of express or other rapid means of transportation. This extension does not reimburse for administrative overhead or project costs. This coverage is subject to a sublimit per the Declarations.

D. DEBRIS REMOVAL

This Certificate also covers expenses incurred in the removal of debris of the covered property from the premises of the **Governmental Entity** that may be destroyed or damaged by a covered peril(s). This debris removal coverage does not apply to the cost to extract pollutants from land or water, or to remove, restore, or replace polluted land or water. *Note: Tree removal is subject to a $5000.00 per occurrence limit.*

E. DEMOLITION COST

In the event of physical damage to covered property by a covered peril, this Certificate is extended to cover the cost of demolishing any undamaged portion of the covered property, including the cost of clearing the site thereof, caused by **loss** from any covered peril(s) under this Certificate, and resulting from enforcement of any local or state ordinance or law regulating the construction, repair, or demolition of buildings or structures, and in force at the time of **loss** which necessitates such demolition.

F. INCREASED COST OF CONSTRUCTION – Building Laws/Code Requirements

In the event of physical damage to covered property by a covered peril, this Certificate is extended to cover the increased cost of repair or replacement occasioned by the enforcement of any state or local ordinance or law regulating the construction, repair, or demolition of real property, which is in force at the time such a **loss** occurs or which comes into force within (12) twelve months after such a **loss** occurs, which necessitates in repairing or replacing the building covered hereunder which has suffered damage or destruction by the covered peril(s), or which has undergone demolition, limited, however, to the minimum requirements of such ordinance or law. The maximum amount of additional **loss** covered by this Certificate which results from the above referenced (12) twelve month period is not to exceed 20% of the amount of the physical damage **loss** from which this additional **loss** results.

G. ANIMALS

This coverage is extended to cover police dogs, horses, other specially trained animals, livestock, or research animals maintained in the normal course of business of the **Governmental Entity** subject to perils, exclusions, and valuation sections herein. Coverage includes re-training expenses.

H. TRANSIT

This Certificate is extended to cover personal property of the **Governmental Entity** or property held by the **Governmental Entity** in trust while in due course of transit transferred by a licensed, bonded company specializing in transporting valuable goods, worldwide or a non-combat related military transport, against all risks of direct physical **loss** or damage not excluded by this Certificate to covered property occurring during the term of this Certificate.

I. VEHICLES

1. Governmental Entity Vehicles

This Certificate is extended to cover **vehicles** (included rented autos) of the **Governmental Entity** against physical **loss** or damage by a covered peril during the term of this Certificate subject to the applicable deductible per occurrence.

2. Employee Vehicles

This Certificate is extended to cover **vehicles** owned and operated by an employee acting within the scope of their duties for an occurrence to be paid by the **Governmental Entity**. As a condition that must be satisfied prior to extending coverage, the **Governmental Entity** must certify in writing that the employee was acting within the scope of their duties and that the claim was first tendered to the employee's personal **vehicle** insurance carrier. Only upon certification by the **Governmental Entity** can they submit an Employee **Vehicle Loss** claim. Coverage is extended but is reduced in an amount commensurate with the degree of negligence attributable to the employee as determined by the **Risk Management Division Director**. The claim will be subject to the applicable deductible per occurrence to be paid by the **Governmental Entity**.

J. EMPLOYEE PROPERTY

1. Property of Others Owned by Public Employees / Volunteers

This Certificate is extended to cover personal **Property of Others** owned by a public employee acting within the scope of their duties that enhances their job performance, subject to the applicable deductible per occurrence to be paid by the **Governmental Entity**.

K. MITIGATION

In the event of physical damage of covered property as a result of the lack of maintenance, this certificate is extended to mitigate those items shown to have caused the ensuing loss to the structure owned by the **Government Entity**. This coverage shall only apply when conditions necessitate the immediate repair to roofs, windows, etc. to prevent future losses. Mitigation expenses covered by this extension will be subject to a $20,000.00 annual aggregate limit as approved by the Risk Management Advisory Board.

VI. PROPERTY EXCLUDED

This Certificate does not provide coverage for any of the following:

A. Property not identified in the RMD Annual Exposure Survey;

B. Standing timber, bodies of water, growing crops (not including experimental crops maintained in the normal course of business by a **Governmental Entity**);

C. Land and land improvements such as athletic fields, golf courses (including land on which covered property is located), site prep, and land values (except building landscaping);

D. Dams, tunnels, levies, paved/concrete surfaces, sidewalks, guard rails, cable/concrete barriers, bridges, swales, traffic signs/signals including electronic, markers, and curbing;

E. Property in due course of ocean marine transit;

F. Mail or other parcels after delivery to the custody of the United States Post Office, or other commercial mail or parcel carriers;

G. Valuable papers, data, electronic records, subscriptions, software, electronic funds, and wire transfers;

H. Offshore property, oil rigs, underground mines, caverns, and their contents;

I. Road, street equipment and/or attached apparatus owned, rented or controlled by the **Governmental Entity** or any other types of heavy mobile equipment used for road or other types of construction;

J. A **Governmental Entity's** personal property located outside the United States, unless the **Governmental Entity** has, prior to the **loss,** advised the Risk Management Division that such property will be located outside the United States;

K. Personal property of students, and non-employees occupying or storing property in **Governmental Entity** buildings or vehicles.

L. Fine Arts (Risk Management Division purchases a standalone policy with separate terms and conditions).

VII. PERILS EXCLUDED

This Certificate does not provide coverage for:

A. **Loss** or damage caused by, or resulting from, lack of maintenance, moths, vermin, termites or other insects, domestic animals or livestock, subterranean water intrusion, inherent vice, latent defect, faulty materials, error in design, faulty workmanship, wear, tear or gradual deterioration, contamination, pollution, pathogen, rust, corrosion, wet or dry rot, mold, spores and fungus unless physical **loss** or damage not otherwise excluded herein ensues, and then only for such ensuing **loss**;

B. Physical **losses** or damage by normal settling, shrinkage, or expansion in building or foundation;

C. Delay or **loss** of markets (this exclusion shall be inapplicable to the extent inconsistent with any time element coverage provided elsewhere herein);

D. **Loss** or damage to real or personal property caused by, or resulting from, misappropriation, conversion, inventory shortage, unexplained disappearance, theft/infidelity or any dishonest act on the part of the **Governmental Entity**, its employees, agents, or others to whom the property may be entrusted (bailees and carriers for hire excepted) or other party of interest;

E. **Loss** or damage to real or personal property resulting from shrinkage, evaporation, **loss** of weight, leakage, breakage of fragile articles, marring, scratching, exposure to light, or change in color, texture or flavor unless such **loss** is caused directly by fire or the combating thereof, lightning, windstorm, hail, explosion, strike, riot or civil commotion, aircraft, **vehicles**, breakage of pipes or apparatus, sprinkler leakage, vandalism and malicious mischief, theft, attempted theft;

F. **Loss** or shortage disclosed upon taking inventory or mysterious disappearance of property (except property in the custody of carriers or bailees for hire);

G. **Loss** or damage caused by rain, sleet, or snow to personal property in the open (except in the custody of carriers or bailees for hire);

H. **Loss** caused directly, or indirectly, by:

1. Hostile or warlike action in time of peace or war, including action in hindering, combating, or defending against an actual, impending or expected attack by:
   a. any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval, or air forces; or
   b. military, naval or air forces; or
   c. an agent of any such government, power, authority, or forces;

2. any weapon of war employing atomic fission or radioactive force whether in time of peace or war; or insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority or hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.

I. **Loss** by nuclear reaction, nuclear radiation, or radioactive contamination, all whether controlled or uncontrolled, and whether such **loss** be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the covered peril(s) in this Certificate; however, subject to the foregoing and all provisions of this Certificate, direct **loss** by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is covered by this Certificate;

J. Failure of borrowers or renters of books, library materials, or other **valuable papers and records** to return them to the **Governmental Entity**;

K. In regards to course of construction to already existing and covered property, the following exclusions shall apply:

1. The cost of making goods, faulty or defective workmanship, material, construction or design, but this exclusion shall not apply to damage by a peril not excluded resulting from such faulty or defective workmanship, material, construction or design;

2. The cost of non-compliance of, or delay in, completion of contract;

3. The cost of non-compliance with contract conditions; and

4. Equipment or tools not owned by a **Governmental Entity** and not a part, or destined to become a part, of the installation.

L. The following additional exclusions apply to **loss** or damage to animals covered under this Certificate:

1. Death of any animal(s) from natural causes;

2. Death of any animal(s) that dies from an unknown cause, unless:

   a. upon the death of such an animal a post-mortem examination is made of such animal by a licensed veterinarian, and
   b. the veterinarian's post-mortem report shows the cause of death to clearly fall within the coverages afforded by this Certificate.

3. Death of any animal(s) as a result of surgical operation, including inoculation, unless the necessity for such arises from an event covered by this Certificate; or

4. The death or destruction of any animal(s) caused by, resulting from, or made necessary by physical injury caused by, or resulting from, the activities of the injured animal or other animals unless such death or destruction is the result of an event otherwise covered by this Certificate.

M. The death of any animal(s) caused directly or indirectly by the neglect or abuse of the **Governmental Entity**, its agents, employees, or bailees (carriers for hire accepted) unless such **loss** is a result of an event otherwise covered by this Certificate;

N. The **loss** by death of any animal(s) as a result of parturition or abortion;

O. **Loss** resulting from depreciation in value caused by any animal(s) covered hereunder becoming unfit for or incapable of filling the function or duties for which it is kept, employed or intended, unless such **loss** is the result of an event otherwise covered by this Certificate;

P. **Loss** by destruction of any animal(s) on the order of the federal or any state government, or otherwise as a result of having contracted or been exposed to any contagious or communicable disease;

Q. The removal or disposal of the remains of any animal(s) or the expense thereof, unless such **loss** is the result of an event otherwise covered by this Certificate except this exclusion does not apply to the safe disposal of those animals infected with highly communicable disease;

R. The **loss** of any animal(s) that has been unnerved (the term "unnerved" to be considered as meaning the operation of neurotomy for lameness);

S. Any claim consequent upon delay, deterioration, or **loss** of use or **loss** of market arising from an event covered by this Certificate; or

T. Cosmetic damage to real property caused by wind/hail resulting in marring or pitting of the exterior surface affecting the appearance but not the functionality or integrity of the materials.

VIII. VALUATION

A. In case of **loss** to property of a **Governmental Entity** covered hereunder, the basis of adjustment shall be as of the time and place of **loss** as follows, subject to applicable deductibles:

1. On all real and personal property, including **Property of Others** in the care of or control of the **Governmental Entity**, at the replacement value (as defined below) at the time of the **loss** without deduction for depreciation. If property is not replaced, or construction procurement begun, within (12) twelve months, then the actual cash value shall apply. No payment shall be provided if the **Governmental Entity** has no intention of replacement or repair of the damaged property or if repairs have not commenced within 18 months from the date of loss.

2. On **improvements and betterments** at the replacement value at the time of **loss** without deduction for depreciation. If property is not repaired or replaced, or construction procurement begun, within (12) twelve months, then the actual cash value shall apply.

3. On antique, restored or historical buildings, the cost of acquisition, relocation to the site and renovation or reconstruction. If property is not replaced, or construction procurement begun, within (24) twenty-four months, then the actual cash value shall apply. In the event of a partial **loss**, normal replacement cost coverage, as set forth in Section 1. Article VIII, Paragraph A (1) above, would apply.

4. On **Property of Others** for which the **Governmental Entity** is liable under a lease agreement. The **Public Property Reserve Fund's** liability on the event of **loss** is limited to the **Governmental Entity's** obligation as defined in said lease agreement, but not to exceed the replacement cost.

5. In regards to covered **vehicles,** and/or mobile equipment/unlicensed **vehicles** on or off premises, the **Public Property Reserve Fund** shall not be liable for more than the actual cash value of the property at the time any **loss** or damage occurs, and the **loss** or damage shall be ascertained or estimated according to such actual cash value as determined utilizing NADA clean retail value as a base price minus 10% for salvage, if vehicle is

retained. However, in no event shall the **loss** exceed what it would then cost to repair or replace, whichever is less, with materials of like, kind and quality, nor the amount for which the **Governmental Entity** may be liable. No payment will be provided if **Governmental Entity** has no intention of replacement or repair of damaged **vehicles**.

6. Unmanned Aerial System (Drones): In regards to covered **unmanned aerial systems** and attached apparatus the **Public Property Reserve Fund** shall not be liable for more than the actual cash value of the property at the time any **loss** or damage occurs, and the **loss** or damage shall be ascertained or estimated according to such actual cash value as determined by an independent appraiser as selected by Risk Management **Director.**

7. Animals: replacement cost with like kind.

8. Landscape: the actual replacement cost of sod, trees, shrubs, and plants; however, the **Public Property Reserve Fund's** liability for replacement of plants and shrubs will be limited to the actual size of the destroyed tree, plant or shrub at the time of **loss,** up to maximum size of 15 gallons per item. The term "landscape" does not include golf course greens, fairways, and bunkers.

B. Wherever the term "actual cash value" is used in regards to real property or **improvements and betterments** in this clause, or else where herein, it shall mean replacement value less depreciation;

C. "Replacement cost" shall mean the cost of repairing, replacing, constructing, or reconstructing (whichever is the least) the property at the time of **loss** on the same site, using new materials of like kind and quality and for like occupancy without the deduction for depreciation, subject to the following:

1. Until the property is actually repaired, replaced or reconstructed, the maximum amount recoverable shall be the actual cash value of the lost or damaged property;

2. Replacement shall be effected by the **Governmental Entity** with due diligence and dispatch; and

3. Replacement need not be on same site or of same or similar construction or occupancy provided that the **Public Property Reserve Fund** shall not be liable for any additional costs that are directly attributable to the inclusion of this provision.

D. In the event that the **Governmental Entity** should fail to comply with any of the foregoing provisions, settlement shall be made at actual cash value.

IX. PAYMENTS TO LOSS PAYEE

It is agreed that if a **loss** payee is added to this Certificate, if ever, then in the event of a covered **loss** hereunder the **Public Property Reserve Fund** will, at the request of such **loss** payee, pay the covered **loss** to the **loss** payee to the extent of its interest in the covered **loss**.

X. DUTIES OF THE GOVERNMENTAL ENTITY AFTER A LOSS

In case of **loss**, the **Governmental Entity** shall:

A. give *immediate* notice after the **loss** to the GSD/RMD via electronic notice. Notification over 30 days after the date of loss is subject to denial. Additional property (in the event of a multiple loss) including both real property and vehicles is to be submitted within 15 days of the initial report date. Additional property submitted after 15 days will be rejected and a new claim will be set up subject to the applicable deductible.

B. protect the covered property from further damage, make reasonable temporary repairs required to protect the covered property, and keep an accurate record of repair expenditures for reimbursement;

C. prepare an inventory of damaged personal property showing in detail, quantity, description, replacement value, and amount of **loss** and attach to the inventory all bills, receipts and related documents that substantiate the figures in the inventory. A lightning affidavit is required for the peril of lightning.

D. provide administrative oversight and project management as needed;

E. retain and exhibit the remains of the damaged property as often as may be reasonably required by the fund and submit to examination under oath;

F. submit to the fund within (60) sixty days after requested a signed, sworn statement of **loss** that sets forth to the best of the **Governmental Entity's** knowledge and belief:

1. the time and cause of **loss**;

2. interest of the **Governmental Entity** and all others in the property involved and all encumbrances on the property;

3. other policies of insurance that may cover the **loss;**

4. changes in title or occupancy of the property during the term of the Certificate;

5. specifications of any damage to the building or other covered property and detail estimates/invoices for repair of the damage; and

6. an inventory of damaged personal property described in Section 1, Article X, Paragraph C, above.

G. give immediate notice of such **loss** to the proper police authority if the **loss** is due to a violation of law;

H. provide **loss** details and documentation that validates the cause of **loss**; and

I. provide complete vendor information as requested by RMD to include name, address, and current substitute W-9 with all final invoice(s) submitted for payment.

XI. COVERAGE DISPUTE

A. The **Risk Management Division Director** shall make a determination if this Certificate applies to a disputed claim. The decision of the **Risk Management Division Director** may only be appealed through arbitration. Such arbitration shall be requested by the **Governmental Entity** written request to the **Risk Management Division Director** within (30) thirty days of receipt of the written decision of the **Risk Management Director**.

B. If such arbitration is requested, the **Governmental Entity** and the **Risk Management Division Director**, on behalf of the **Public Property Reserve Fund**, shall, within (15) fifteen days, select one arbitrator and submit his or her name in writing to the other side. Within (10) ten days after their selection, these two arbitrators shall select a third independent arbitrator. If the two sides cannot agree on the selection of the third arbitrator within (10) ten days, either side may petition the First Judicial District Court in the county of Santa Fe for the appointment of the third arbitrator. The third arbitrator shall be an attorney and preside as the chairperson of the arbitration panel. No arbitrator shall be employed by or affiliated with the **Governmental Entity** or the GSD/RMD.

C. The arbitration hearing shall commence within (45) forty-five days from the date of the selection of the chairperson, unless both sides agree to an extension. The **Governmental Entity** and the **Public Property Reserve Fund** shall pay the cost of its selected arbitrator and one-half of the cost of the third selected arbitrator. In addition, each side shall be responsible for its own cost and expense of arbitration.

D. The panel will endeavor to confine the length of the hearing in (2) two days. A decision of the panel shall be reported in writing. The written decision of the panel shall be given to both sides within (30) thirty days of the closing of the hearing.

E. All decisions of the arbitration panel shall be final and binding upon the parties and shall not be subject to any further appeal or court action.

XII. VALUATION DISPUTE

A. In case the **Governmental Entity** and the **Risk Management Division Director** shall fail to agree as to the amount of **loss**, then, on the written demand of either, each shall select a competent and neutral appraiser and notify the other of the appraiser selected. The appraisers shall proffer their reports to Risk Management Advisory Board for consideration and final determination, which shall be made by at least a majority of the Board.

XIII. OTHER COVERAGES

To the extent there is other coverage available, coverage under this Certificate will not contribute with any other coverage collectible by the **Governmental Entity** or **loss** payee. Coverage under

this Certificate shall be excess of such other coverage and the limits of liability under this Certificate shall be reduced to the extent other coverage is collectible.

XIV. SUBROGATION

A. In the event of any payment under this Certificate, the **Public Property Reserve Fund** shall be subrogated to all the **Governmental Entity's** or **loss** payee's rights of recovery against any person or organization and the **Governmental Entity** or **loss** payee shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Governmental Entity** or **loss** payee shall assist and V.do nothing after **loss** to prejudice such rights.

B. The **Public Property Reserve Fund** shall not be bound to pay any **loss** if the **Governmental Entity** or **loss** payee has impaired any right of recovery of **loss**; however, it is agreed that the **Governmental Entity** may, as respects **Governmental Entity's** personal property in transit, accept such bills of lading, receipts or contracts of transportation as are ordinarily issued by carriers containing a limitation as to the value of such goods or merchandise.

C. RMD shall retain all recovery rights and proceeds including deductibles, if applicable.

XV. OTHER CONDITIONS

A. PROTECTION AND PRESERVATION OF PROPERTY

In case of actual or imminent physical **loss** or damage of the type covered against this Certificate, the reasonable expenses incurred by the **Governmental Entity** in taking reasonable and necessary actions for the temporary protection and preservation of property covered hereunder shall be added to the total physical **loss** or damage otherwise recoverable under the Certificate and be subject to the applicable deductible and without increase in the limit provisions contained in the Certificate.

B. BREACH OF CONDITIONS

If any breach of a clause, condition, or warranty of this Certificate shall occur prior to a **loss** affected thereby under this Certificate, such breach shall not void the coverage nor avail the **Governmental Entity** to avoid liability unless such breach shall exist at the time of such **loss** under this Certificate, and be a contributing factor to the **loss** for which claim is presented hereunder, it being understood that such breach of clause or condition is applicable only to the property affected thereby. Notwithstanding the foregoing, if the **Governmental Entity** establishes that the breach, whether contributory or not, occurred without its knowledge or permission or beyond its control, such breach shall not prevent the **Governmental Entity** from recovering under this Certificate.

C. PERMITS AND PRIVILEGES

1. Anything in the conditions of this Certificate to the contrary notwithstanding, permission is hereby granted:

a. to make additions, alterations, extensions, improvements and repairs, to delete or demolish, construct and reconstruct, and also to include all materials, equipment and supplies incidental to the foregoing operations of the property covered hereunder, while in, on and/or about the premises or adjacent thereto;
b. for such use of the premises as usual and/or incidental to the business as conducted therein, and to keep and use all articles and material usual and/or incidental to said business in such quantities as the exigencies of the business require; or
c. to be or become vacant or unoccupied with limit of time.

2. Nor shall this coverage be prejudiced by:

a. Any act or neglect of the owner of the building, if the **Governmental Entity** hereunder is not the owner, or of any occupant of the within described premises other than the **Governmental Entity**, when such act or neglect is not within the control of the **Governmental Entity**, named herein; or
b. By failure of the **Governmental Entity** to comply with any of the warranties or conditions endorsed hereon in any portion of the premises over which the **Governmental Entity** has no control

D. PROTECTIVE SAFEGUARDS

The **Governmental Entity** shall exercise due diligence in maintaining in complete working order all protective safeguard equipment and services.

E. ASSIGNMENT, TRANSFER OR MODIFICATION

Assignment, transfer or modification of this Certificate shall not be valid without prior written consent of the **Risk Management Division Director**.

F. SALVAGE

When, in connection with any **loss** hereunder, any salvage is received prior or subsequent to the payment of such **loss**, the **loss** shall be figured on the basis on which it would have been settled had the amount of salvage been known at the time the **loss** was originally determined. RMD shall retain 100% of salvage rights and recovery proceeds.

G. RIGHT TO REVIEW RECORDS FOLLOWING A CLAIM

The **Governmental Entity**, as often as may be reasonably required, shall submit, and so far as within their power, cause all other persons interested in the property or employees to submit to examination under oath by any person named by the GSD/RMD relative to any and all matters in connection with a claim, and produce for examination all books of account, bills invoiced and other vouchers, or certified copies thereof if originals be lost at such reasonable time and place as may be designated by the GSD/RMD or their representatives and shall permit extracts and copies thereof to be made.

XVI. DEFINITIONS

A. Loss

Each **loss** is defined as an incident or series of incidents not otherwise excluded by this Certificate and arising out of a single event or originating cause and includes all resultant or concomitant covered **losses**. When the term applies to **loss** or **losses** from earthquake shock, flood, hail and/or windstorm, the following provisions shall apply:

1. Windstorm/Hail

    a. Each **loss** by windstorm or hail shall constitute a single claim hereunder; provided, if more than one windstorm shall occur within any period of seventy-two (72) hours, such windstorm shall be deemed to be a single windstorm within the meaning thereof. The GSD/RMD may elect the moment from which each of the aforesaid periods of seventy-two (72) hour periods shall overlap.

2. Flood

    a. Each **loss** by flood shall constitute a single **loss** hereunder if any flood occurs within a period of the continued rising or overflow of any river(s) or stream(s) and the subsidence of same within the banks of such river(s) or stream(s) such flood shall be deemed to a single occurrence within the meaning of this Certificate.
    b. Flood shall mean a general condition of partial or complete inundation of normally dry land area from:
        i. overflow of inland or tidal water,
        ii. unusual and rapid accumulation or runoff of surface waters from any source.
    c. Flood shall also mean mudslide or mudflow, which is a river or flow of liquid mud caused by flooding as defined in Section 1, Article XVI, Paragraphs A (2) (b) (i) or (ii), above.

3. Earthquake Shock

    a. With respect to the peril of earthquake shock, any and all **losses** from this cause within a one hundred sixty-eight (168) hour period shall be deemed to be one **loss**. The GSD/RMD may elect the moment from which each of the aforesaid periods of one hundred sixty-eight (168) hours shall be deemed to have commenced but no two such one hundred sixty-eight (168) hour period shall overlap.

    b. The term earthquake shock is defined as: earth movement, meaning natural faulting of land masses, but not including subsidence, landslide, rock slide, earth rising, earth sinking, earth shifting or settling unless as direct result of such earth movement. The definition of earthquake shock does not include ensuing **loss** or damage not otherwise excluded. Further, “Earthquake Sprinkler Leakage” is covered outside of the “Earthquake Shock” definition and subject to the basic peril deductible.

B. **Property of Others** means any property belonging to others for which a **Governmental Entity** has assumed care, custody, control or bailment.

C. **Improvements and betterments** means additions or changes made by a **Governmental Entity**/lessee at their own expense to a building they are occupying that enhance the building's value.

D. **Valuable papers and records** means written, printed, electronic or otherwise inscribed documents and records, including books, maps, films, drawings, abstracts, deeds, mortgages, and manuscripts, but does not mean money or securities.

1. "Money" means currency, coins, bank notes, bullion, traveler's checks, register checks and money orders held for sale to public. The term "Money" does not mean electronic funds.

2. "Securities" means all negotiable and nonnegotiable instruments or contracts representing either money or other property, and includes revenue, food stamps and other stamps in current use, tokens, and tickets, but does not include money.

E. **Vehicle** means a land, water, or air motorized **vehicle**, trailer or semi-trailer, including any machinery or apparatus attached thereto.

F. **Governmental Entity** means a department, agency, or institution of higher learning of the State of New Mexico.

G. **Risk Management Division Director** means the **Director** of the Risk Management Division, General Services Department of the State of New Mexico.

H. **Public Property Reserve Fund** means the fund established pursuant to NMSA 1978, Section 13-5-1 as may be amended from time to time.

SECTION 2

COMBINED BUSINESS INTERRUPTION, EXTRA EXPENSE, AND TUITION FEES

A. This Certificate is extended to cover against **loss** caused by the perils covered by this Certificate, resulting directly from:

1. Necessary interruption of the **Governmental Entity's** business and the consequent reduction in gross earnings, and **loss** of tuition, caused by damage to or destruction of real or personal property, except finished stock, at any covered location; or

2. Necessary extra expense, as hereinafter defined, incurred by the **Governmental Entity** in order to continue as nearly as practicable the normal operation and normal gross earnings of the **Governmental Entity's** business following damage to or destruction of real or personal property.

B. In the event of a **loss**, the fund shall be liable for additional expenses which occur after 72 hours following the **loss**, including:

1. The actual **loss** sustained by the **Governmental Entity** resulting directly from such interruption of business, but not exceeding the reduction in gross earnings and tuition less charges and expenses which do not necessarily continue during the interruption of business (hereinafter referred to as "**loss** of earnings"), at any covered location; or

2. Such necessary extra expense incurred by the **Governmental Entity** for only such length of time (hereinafter referred to as the "period of restoration") as would be required with the exercise of due diligence and dispatch to rebuild, repair, or replace such part of the property herein described as has been damaged or destroyed, commencing with the date of such damage or destruction.

C. Resumption of operations is:

1. Applicable to **loss** of earnings and tuition; if the **Governmental Entity** could reduce the **loss** by:

   a. complete or partial resumption of operation at the location herein described, whether damaged or not, or elsewhere;
   b. making use of merchandise or other property at the location described herein or elsewhere; or
   c. making use of stock (raw, in process, or finished) at the location herein described or elsewhere, such reduction shall be taken into account in arriving at the amount of **loss** hereunder.

2. Applicable only to extra expense: as soon as practicable, the **Governmental Entity** shall resume normal operations of the business and shall dispense with such extra expense.

D. For the purpose of this coverage, "gross earnings" are defined as the sum of:

1. Total net sales value of production;

2. Total net sales of merchandise;

3. Total net value of permit and license fees; and

4. Other earnings derived from operations of the business, less the cost of:

   a. Raw stock from which such production is derived,
   b. Supplies consisting of materials consumed directly in the conversion of such raw stock into finished stock or in supplying the services sold by the **Governmental Entity,**
   c. Merchandise sold, including packaging materials therefore, and
   d. Services purchased from outsiders (not employees of the **Governmental Entity**) for resale which do not continue under contract.

5. Note:

a. No other costs shall be deducted in determining gross earnings.
b. In determining gross earnings, due consideration shall be given to the experience of the business before the date of damage or destruction and the probable experience thereafter had no **loss** occurred.

E. Extra expense: The term "extra expense", wherever used in this coverage, is defined as the excess, if any, of the costs incurred during the period of restoration, chargeable to the operation of the **Governmental Entity's** business, over and above the costs that would normally have been incurred to conduct the business during the same period had no damage or destruction occurred. Any salvage value of property obtained for temporary use during the period of restoration, which remains after the resumption of normal operations, shall be taken into consideration in the adjustment of any **loss** hereunder. Administrative project costs are not considered extra expense.

F. Tuition: For the purpose of this coverage, "tuition" is defined as that portion of "gross earnings" as defined in Section 2 (Business Interruption), Article IV "Gross earnings", above, which is tuition, fees, and other earnings from students of the **Governmental Entity**. Any claim for reduction in gross earnings shall be reduced by the amount of any claim for **loss** of tuition based on the same damage or destruction of real or personal property, except for that portion of any claim for **loss** of tuition which relates to the extension of the length of time applicable to **loss** of tuition beyond the period of restoration applicable to gross earnings as provided in Section 2, Article III, Paragraph B of this coverage.

G. Finished stock: The fund shall not be liable for any **loss** of earnings resulting from damage or destruction of finished stock nor for the time required to reproduce said finished stock; however, this Certificate covers such expense, in excess of normal, as would necessarily be incurred in replacing any finished stock used by the **Governmental Entity** to reduce **loss** of earnings under this Certificate.

H. Extension of coverage interruption by civil authority, this Certificate is extended to include:

1. The actual **loss** sustained by the **Governmental Entity**, resulting directly from **loss** of earnings as covered hereunder; or

2. Necessary extra expense incurred by the **Governmental Entity** as covered hereunder, during the length of time, not exceeding (4) four consecutive weeks, when access to premises covered by this Certificate is specifically prohibited by order of civil authority:

   a. As a direct result of damage to or destruction of adjacent property by perils covered against; or
   b. As a direct result of a bomb threat to covered premises.

I. Additional exclusions and limitations:

1. Applicable to **loss** of earnings and tuition resulting from damage to or destruction of media for, or programming records pertaining to, electronic data processing or electronically controlled equipment, including data thereon, by the perils covered against: The length of time for which the **Public Property Reserve Fund** shall be liable hereunder is for the lesser of:

a. thirty (30) consecutive calendar days; or
b. the length of time that would be required to rebuild, repair, replace or restore such property herein described as has been damaged or destroyed.

2. Applicable to **loss** of earnings and tuition, the **Public Property Reserve Fund** shall not be liable for any increase of **loss** resulting from the suspension, lapse, or cancellation of any lease, license, contract or order unless such suspension, lapse, or cancellation results directly from the interruption of business, and then the fund shall be liable for only such as affects the **Governmental Entity's** earnings during, and limited to, the period of indemnity covered under this Certificate.

3. Applicable only to any extra expense, the **Public Property Reserve Fund** shall not be liable for the cost of repairing or replacing any of the real or personal property herein described, nor for the cost of research or other expense necessary to replace or restore damaged or destroyed records, including media for, or programming records pertaining to, electronic data processing or electronically controlled equipment, including data thereon, that have been damaged or destroyed by the covered perils, except cost in excess of normal cost of such repair, replacement, or restoration necessarily incurred for the purpose of reducing **loss** under this Certificate. In no event shall such excess cost exceed the amount by which the total extra expense **loss** otherwise payable under this Certificate so thereby reduced.

4. The **Public Property Reserve Fund** shall not be liable for any increase of **loss** of earnings, tuition, nor for any extra expense resulting from interference at the described premises, by strikers or other persons, with rebuilding, repairing or replacing the property or with the resumption or continuation of business, nor shall the fund be liable for any other consequential or remote **loss**.

J. Definitions:

1. "Raw stock" means material in the state in which the **Governmental Entity** receives it for conversion by the **Governmental Entity** into finished stock.

2. "Stock in process" means raw stock which has undergone any aging, seasoning, mechanical, or other process of manufacturing at the location herein described but which has not become finished stock.

3. "Finished stock" means stock manufactured or processed by the **Governmental Entity** which in the ordinary course of the **Governmental Entity's** business is ready for packaging, shipment or sale.

4. "Merchandise" means goods kept for sale by the **Governmental Entity** which are not the product of manufacturing operations conducted by the **Governmental Entity**.

5. "Normal" means the condition that would have existed had no **loss** occurred.

K. Requirements in case **loss** occurs: The **Governmental Entity** shall render to the **Risk Management Division Director** a proof of **loss**, signed and sworn to by an authorized official of the

Governmental Entity as soon as practicable after the **loss** becomes known, stating the knowledge and belief of the **Governmental Entity** as to the following:

1. The time and origin of the property damage or destruction causing the **loss** of earnings, **loss** of tuition, or extra expense;

2. The interest of the **Governmental Entity** and of all others in the business;

3. All other contracts of insurance, whether valid or not, covering in any manner the **loss** covered by this Certificate;

4. Any change in the title, nature, location, encumbrance or possession of said business since the issuing of this Certificate; and

5. By whom and for what purpose any building herein described and the several parts thereof were occupied at the time of damage or destruction, and shall furnish a copy of all the descriptions and schedules in all policies, the actual amount of business interruption value, and **loss** of earnings, **loss** of tuition, or extra expense claimed, accompanied by detail exhibits of all values, costs and estimates upon which such amounts are based.

L. The **Governmental Entity**, as often as may be reasonably required, shall exhibit to any person designated by the **Risk Management Division Director** all that remains of any property herein described, and submit to examination under oath by any person named by the **Risk Management Division Director**, and subscribe the same; and, as often as may be required, shall produce for examination all books of account, bills, invoices and other vouchers, or certified copies thereof if originals are lost, at such reasonable time and place as may be designated by the **Risk Management Division Director** or their representative, and shall permit extracts and copies thereof to be made.

Signature: Andrea Salazar
Andrea Salazar (Oct 20, 2020 12:09 MDT)

Email: asalazar@santafenm.gov

Signature:

Email: rawheeler@santafenm.gov

Signature:

Email: jlapanhill@santafenm.gov

Signature:

Email: ekmcsherry@santafenm.gov

Signature: Regina Wheeler (Oct 20, 2020 17:09 MDT)

Email: rawheeler@santafenm.gov

Signature: Jarel LaPan Hill (Oct 20, 2020 17:12 MDT)

Email: jlapanhill@santafenm.gov

GB PWD-LEGAL BATAAN BLDG-VIADEMN LICENSE 407 GALISTEO ST r1

Final Audit Report 2020-10-20

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Status:	Signed
Transaction ID:	CBJCHBCAABAA-EJ8A8cPhMEtBFCHKTEvOb2eS1B6s7kd

"GB PWD-LEGAL BATAAN BLDG-VIADEMN LICENSE 407 GA LISTEO ST r1" History

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ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 11/04/2020
FOR CITY COUNCIL MEETING OF 11/10/2020

ISSUE:

Consideration of Resolution No. 2020-__: A Resolution Urging the Legislature of the State of New Mexico to Repeal the Statutory Provisions Preempting Stricter County and Municipal Regulation of the Sale of Cigarettes, Tobacco Products, and Electronic Smoking Devices. (Councilors Romero-Wirth and Cassutt-Sanchez) (Rich Brown, Economic Development Director, rdbrown@santafenm.gov, 955-6625)

Committee Review:
Quality of Life Committee: 11/4/20
Public Works and Utilities Committee: 11/9/20
Governing Body: 11/10/20

QUALITY OF LIFE COMMITTEE ACTION: Approved on consent

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Public Works and Utilities Committee; 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: October 26, 2020

To: Quality of Life Committee and Governing Body

From: Rich Brown – Director, Community and Economic Development Department

RE: Preemption of Tobacco Regulations

ITEM AND ISSUE:

The proposed Resolution urges the New Mexico Legislature to repeal portions of the Tobacco Products Act that preempt a home rule municipality such as Santa Fe from enacting "an ordinance, charter amendment or regulation pertaining to the sales of tobacco products" that is not consistent with the provisions of the Act.

BACKGROUND AND SUMMARY:

The Tobacco Products Act was signed into law on March 4th of this year. Section 24 includes a provision that "when a municipality or county, including a home rule municipality or an urban county, adopts an ordinance, charter amendment or regulation pertaining to the sales of tobacco products, the ordinance, charter amendment or regulation shall be consistent with the provisions of the Tobacco Products Act." This prevents the City of Santa Fe from adopting regulations regarding the sale of cigarettes, tobacco products, and e-cigarettes that are more stringent than those provided for in State Statute. A repeal would enable the City of Santa Fe, should its Governing Body choose to do so in the future, to enact restrictions on tobacco products in order to protect the health of its residents.

ACTION REQUESTED:

Adopt the Resolution as presented.

ATTACHMENTS:

- Resolutions
- HB 433
- Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-__

INTRODUCED BY:

Councilor Carol Romero-Wirth

Councilor Jamie Cassutt-Sanchez

A RESOLUTION

URGING THE LEGISLATURE OF THE STATE OF NEW MEXICO TO REPEAL THE STATUTORY PROVISIONS PREEMPTING STRICTER COUNTY AND MUNICPAL REGULATION OF THE SALE OF CIGARETTES, TOBACCO PRODUCTS, AND ELECTRONIC SMOKING DEVICES.

WHEREAS, tobacco use continues to be a public health problem in New Mexico, as the American Heart Association reports that approximately 2,600 New Mexico residents die from smoking each year, and 40,000 New Mexico children alive today will die prematurely from smoking if nothing is done to reduce tobacco use; and

WHEREAS, in 2015, the New Mexico Legislature passed Senate Bill 433, Tobacco Products, E-Cigarette and Nicotine Liquid Container Act, later signed into law on April 8, 2015, of which Section 10 declares that, "When a municipality or county, including a home rule municipality or urban county, adopts an ordinance or a regulation pertaining to sales of tobacco products, e-cigarettes or nicotine liquid containers, the ordinance or regulation shall be consistent with the provisions of the Tobacco Products, E-Cigarette and Nicotine Liquid Container Act,"

thereby nullifying and voiding all conflicting existing local laws and regulations and restricting the ability of communities to address their own burden of tobacco use and addiction; and

WHEREAS, in 2020, the New Mexico State Legislature passed Senate Bill 131, The Tobacco Products Act, later signed into law on March 4, 2020, part of which Section 24 declares, "when a municipality or county, including a home rule municipality or an urban county, adopts an ordinance, charter amendment or regulation pertaining to the sales of tobacco products, the ordinance, charter amendment or regulation shall be consistent with the provisions of the Tobacco Products Act,"; and

WHEREAS, prior to the enactment of SB 433, the counties had their own smoking and tobacco control ordinances, some of which were more stringent than the state laws regulating the sale or use of tobacco products; and

WHEREAS, one of the top objectives of the federal Office of Disease Prevention and Health Promotion's "Healthy People 2020" campaign is to "eliminate state laws that preempt stronger local tobacco control laws"; and

WHEREAS, the Governing Body of the City of Santa Fe believes that the city should not be prevented from adopting its own tobacco control laws and regulations to address the specific needs of its communities.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Legislature of the State of New Mexico is urged to repeal the statutory provisions preempting stricter local regulation of the sale of cigarettes, tobacco products, and electronic smoking devices.

BE IT FURTHER RESOLVED that copies of this resolution be transmitted to the Governor, the Speaker of the House of Representatives, and the President Pro Temp of the Senate.

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

FIR No. 3288

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Preemption of Tobacco Regulations

Sponsor(s): Councilors Romero-Wirth and Cassutt-Sanchez

Reviewing Department(s): Community & Economic Development

Staff Completing FIR: Rich Brown Date: 10/20/20 Phone: 655-6625

Reviewed by City Attorney: _____ Date: Oct 28, 2020

Reviewed by Finance Director: _____ Date: Oct 28, 2020

Summary:
The legislature of the State Of New Mexico is urged to repeal the statutory provisions preempting stricter local regulation of the sale of cigarettes, tobacco products, and electronic smoking devices.

Departments Affected:
Community Development and Community Health and Safety (Residents, Businesses & Tourists)

Consequences of Not Enacting Legislation:
Failure to enact may allow tobacco use to rise in the City's population.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The Governing Body of the City of Santa Fe believes that the City should not be prevented from adopting its own tobacco control laws and regulations to address the specific needs of its communities.

Performance and Administrative Implications:
None identified

Fiscal Implications:
None identified.

Fiscal Impact

XX____ Check here if no fiscal impact

Adopted: 01/12/05; revised 8/24/05; 4/17/08;

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund
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:

Adopted: 01/12/05; revised 8/24/05; 4/17/08;

Preemption of Tobacco Regulations (For Signature)

Final Audit Report 2020-10-28

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By:	Jeff Norris (jtnorris@ci.santa-fe.nm.us)
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Adobe Sign

City of Santa Fe
Governing Body
Findings of Fact and Conclusions of Law

Case #2020-2267
719, 721, 723, 723½ Don Diego; Castillo Compound Zoning Ordinance Amendment.

Owner's/Applicant's Name – Celia and Alvino Castillo

THIS MATTER came before the Governing Body (Governing Body) for public hearing on October 22, 2020 (Hearing) upon the application (Application) of Celia and Alvino Castillo (Applicant).

The Application pertains to three properties addressed 719, 721, 723, and 723½ Don Diego, called the "Castillo Compound" and totaling approximately 0.40 acres (Compound). The Applicant requests approval of an amendment to the conditions attached to zoning Ordinance No. 1998-4 to allow building additions, to allow two additional commercial uses, and to clarify and align various other conditions of approval with a development plan approved in 1999 and a proposed development plan amendment in related Case No. 2020-2268. The Compound is zoned C-1 PUD (Office and Related Commercial; Ordinance No. 1998-4).

After conducting a public hearing and having heard from staff and all interested persons, the Commission hereby FINDS, as follows:

FINDINGS OF FACT

Background

1. The Compound is currently comprised of three properties totaling approximately 0.40 acres.
2. On January 28, 1998, the Governing Body adopted Ordinance No. 1998-4, which zoned the subject properties as C-1 PUD (Office and Related Commercial, Planned Unit Development District).
3. The Governing Body attached fifteen conditions of approval to Ordinance No. 1998-4. The conditions, which were drafted primarily by the Don Diego Neighborhood Association and the Applicants, include the following: a limitation of commercial uses to office use only, the preservation of the existing footprint and architectural styles, no future second stories, low walls and fences, no vehicular access between the properties and the Don Cubero Alley (west property line), an emergency gate across the Don Cubero Alley, general landscaping requirements, non-asphalt parking areas, and demolition of an accessory garage.
4. In February 1999, the Planning Commission approved a development plan that the Applicants proposed for the Compound. The Don Gaspar Neighborhood Association participated in the approval process. Contrary to the conditions attached to Ordinance No. 1998-4, the 1999 development plan allowed vehicular access between the properties and the Don Cubero Alley, did not construct an emergency access gate across the Don Cubero Alley, and maintained rather than demolished the accessory garage structure.

5. Since 1999, the Applicants have been operating the properties as shown on the 1999 Development Plan, with a mixture of residential and commercial properties.
6. Current usage is comprised of four single-family residential units addressed 719, 721, 723, and 723½ Don Diego.

Procedural History

7. Pursuant to SFCC Section 14-3.5(A)(1), any person may submit a written request for a rezoning or a zoning ordinance amendment, along with all submissions required by Chapter 14 of the SFCC and any other necessary information requested by the land use director (Submittal Requirements).
8. Pursuant to SFCC Sections 14-2.3(C)(7)(c) and 14-3.5(B)(1), the Planning Commission has the authority to review and make recommendations to the Governing Body regarding a proposed rezoning or zoning ordinance amendment.
9. In this case, the Applicants seek to modify, clarify, or amend three conditions of approval attached to Ordinance No. 1998-4, which would allow building additions, either to the existing building footprint or as a second story; and which would allow two additional commercial uses in addition to business and professional office use, including arts and crafts studios, galleries and shops, gift shops for the sale of arts and crafts, and fast service/take-out restaurants (no drive-through or drive-up shall be permitted).
10. Applicants seek to remove the remaining twelve conditions from Ordinance No. 1998-4 and to relocate applicable conditions to an amended development plan (Case No. 2020-2268).
11. City staff reviewed the Applications and related materials and information submitted by the Applicant for conformity with applicable SFCC requirements and provided the Commission with a written report of its findings (Staff Report), which evaluated the factors relevant to the Application.
12. Staff recommended that the Commission should recommend that the Governing Body amend Ordinance 1998-4 by modifying, clarifying, and amending three conditions of approval and by removing the remaining twelve conditions of approval.
13. Staff also recommended that the Commission approve the development plan amendment requested in related Case No. 2020-2268.
14. On August 6, 2020, the Commission held a public hearing and voted to recommend that the Governing Body approve the zoning ordinance amendments.
15. The Commission also approved the development plan amendment in related Case No. 2020-2268, conditioned on approval of the zoning ordinance amendments by the Governing Body.
16. On August 6, 2020, the Commission adopted written Findings of Fact and Conclusions of Law recommending that the Governing Body approve the zoning ordinance amendments.

Zoning Ordinance Amendment

17. At the Hearing, the Governing Body received reports from staff, testimony and evidence from the Applicant, and written public comments and testimony offered by any interested members of the public.
18. Pursuant to SFCC Sections 14-2.2(A) and 14-3.5(B)(2), and Table 14-2.1-1, the Governing Body has the authority to consider the recommendations of the Commission and to either approve or disapprove the proposed zoning ordinance amendments.

19. Pursuant to SFCC Section 14-3.19(D)(1), the procedures for a substantive amendment to a final action are the same as those that apply to a new application.
20. SFCC Section 14-3.5(B) sets out procedures for rezoning and requires the Governing Body to hold a public hearing, review the Application, and make a decision to approve or deny the Application.
21. SFCC Section 14-3.5(C) sets out approval criteria and requires the Governing Body to make complete findings of fact sufficient to show that these criteria have been met before approving a rezoning.
22. Most of the approval criteria in SFCC Section 14-3.5(C) are inapplicable to a request to amend the conditions attached to a prior zoning ordinance, and the SFCC does not provide specific criteria for evaluating a request to amend such conditions.
23. The Governing Body finds that the rezoning criteria are intended to ensure that the public interest is not harmed by the rezoning, that development under the new zoning will serve the public more than development under the original zoning, and that infrastructure can handle or be modified to handle the proposed new development.
24. In this case, the Governing Body finds that the addition of two permitted commercial uses (Condition #1); the clarification about how additions, renovations, and new construction can be added (Condition #2 and 3); and the removal of other conditions to be addressed through the development plan (Conditions #4-15) will serve the public more than the original zoning by allowing development more consistent with surrounding uses and C-1 zones.
25. Allowing building additions and additional commercial uses that are permitted by the underlying zoning will not harm the public interest and would be supported by existing infrastructure.
26. It is preferable to attach conditions of approval related to development to the development plan, and not to the zoning ordinance.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Governing Body CONCLUDES as follows:

1. Pursuant to SFCC Section 14-3.1, all procedures regarding the pre-application conference, ENN meeting, notice, and public hearing requirements have been followed.
2. The Governing Body has the authority to review and approve the proposed amendments to the conditions attached to a prior rezoning ordinance.
3. The Applicant met the applicable Submittal Requirements.
4. The requested zoning ordinance amendments should be approved because all applicable code requirements have been met, the public interest will not be harmed, development under the new zoning will serve the public, and the infrastructure can handle the proposed new development.

WHEREFORE, IT IS ORDERED ON THE 10TH DAY OF NOVEMBER, 2020 BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Considering the foregoing findings and conclusions, the Governing Body approves the proposed zoning ordinance amendments requested in Case #2020-2267 and amends Ordinance No. 1998-4 to modify and remove various conditions of approval as requested in the Application.

_____ _____
Alan M. Webber Date
Mayor

FILED:

_____ _____
Yolanda Y. Vigil Date
City Clerk

APPROVED AS TO FORM:

_____ Nov 5, 2020
Erin K. McSherry Date
City Attorney

Castillo Compound FOF COL

Final Audit Report 2020-11-05

Created:	2020-11-05
By:	Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
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Agreement completed.
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City of Santa Fe
Governing Body
Findings of Fact and Conclusions of Law

Case #2020-2273
4262 Agua Fria Street, and 4701 and 4702 Rufina Street
Amendment to Conditions of Aguafina Zoning Ordinance No. 2013-12

Owner's/Applicant's Name - Aguafina Development, LLC
Agent's Name - Dolores Vigil, Liaison Planning Services, Inc.

THIS MATTER came before the Governing Body (Governing Body) for public hearing on October 22, 2020 (Hearing) upon the application (Application) of Liaison Planning Services, Inc., as agent for Aguafina Development, LLC (Applicant).

I. INTRODUCTION

The Application pertains to properties located at 4262 Agua Fria Street and 4701 and 4702 Rufina Street, totaling approximately 11.5 acres (Properties). The Applicant seeks to amend the conditions that the Governing Body included in its Findings of Fact and Conclusions of Law (City Clerk Item #13-0191, attached as "**Exhibit A**") adopting Ordinance No. 2013-12, which rezoned the properties at 4701 and 4702 Rufina Street to R-3 (Residential – three dwelling units per acre). Specifically, the Applicant seeks to remove a condition that would require the Applicant to develop 4262 Agua Fria Street "consistent with R-3 zoning, notwithstanding that it is zoned R-5," and to remove a portion of a condition that would require the Applicant to "propose three base-course lot access driveways, each serving eight lots."

In related Case #2020-2274, the Applicant seeks to rezone a property located at 4701 Rufina Street, totaling approximately 3.44 acres, from R-3 (Residential – three dwelling units per acre) to R-5 (Residential – five dwelling units per acre). Additionally, in related Case #2020-2287, the Applicant seeks to rezone a property located at 4702 Rufina Street, totaling approximately 2.42 acres, from R-3 (Residential – three dwelling units per acre) to R-6 (Residential – six dwelling units per acre). The Applicant plans to create a sixty-one (61)-lot subdivision.

After conducting a public hearing and having heard from staff and all interested persons, the Governing Body hereby FINDS, as follows:

II. FINDINGS OF FACT

A. Background: Rezoning Ordinance No. 2013-12

1. On December 6, 2012, the Planning Commission (Commission) considered the previous owner's application to rezone Tract C-2 (4701 Rufina Street) and Tract B-1 (4702 Rufina Street), totaling approximately 5.89 acres (Case #2012-104), from R-1 (Residential – one dwelling unit per acre) to R-5 (Residential – 5 dwelling units per acre).

2. At a public hearing held December 6, 2012, residents testified in opposition to the rezoning, citing concerns about traffic impacts and overall density.
3. The Commission voted to recommend that the Governing Body rezone both tracts to R-3 (Residential – three units per acre) instead of R-5, due to concerns about traffic and density.
4. Subsequent to the hearing, in negotiations with adjacent residents, the owner agreed to develop 4262 Agua Fria Street and 4701 and 4702 Rufina Street at lower density (effectively R-3), despite the fact that 4262 Agua Fria was zoned R-5 and was not included within the rezoning application for Case #2012-104, and to develop all three tracts as private, base-course lot access driveways.
5. Under the Santa Fe City Code (SFCC) Table 14-9.2-1 (Design Criteria for Street Types), a private lot access driveway may serve a maximum of eight (8) dwelling units.
6. On January 30, 2013, the Governing Body held a public hearing to consider the rezoning request.
7. After significant discussion about appropriate density and road connectivity, the Governing Body voted to deny the rezoning request.
8. On February 13, 2013, the Governing Body rescinded its denial and decided to rehear the case, considering the rezoning request at reduced density.
9. On March 13, 2013, the Governing Body reheard the rezoning request at a public hearing and approved a rezoning to R-3, subject to the conditions of approval recommended by staff and additional conditions that the previous owner agreed to at the hearing, which were enumerated in the Findings of Fact and Conclusions of Law, filed by the City Clerk as Item #13-0191.
10. The additional conditions, referred to as "the Applicant Undertakings," formalized the previous owner's offer to: (1) submit any request for subdivision and/or development plan approval for 4701 and 4702 Rufina Street and the adjacent parcel (4262 Agua Fria Street) as a single application; (2) develop 4262 Agua Fria Street consistent with R-3 zoning, notwithstanding that it is zoned R-5; (3) not request to use Powerline Road as a primary or secondary access for new development at 4262 Agua Fria Street, 4701 Rufina Street, or 4702 Rufina Street, but to propose instead three base-course lot access driveways, serving eight lots each; and (4) grant an easement to Abe and Kathleen Tapia and their successors across 4262 Agua Fria Street to permit them to access Powerline Road.
11. The previous owner submitted an application for a subdivision that met the conditions described as "the Applicant Undertakings." That application went through a series of hearings and was ultimately approved; but the subdivision was never recorded, and the approval expired.

B. Procedural History: Case #2020-2273

12. In 2019, the current Owner/Applicant initially proposed a subdivision with the same configuration as the previously approved subdivision, which had expired.
13. In discussing the initial 2019 proposal with the Applicant, Staff raised concerns about connectivity and roads, which were consistent with the concerns Staff raised in 2013.
14. The Applicant conducted a series of meeting with neighbors, including the Las Acequias Neighborhood Association, which resulted in a series of design changes to the Project.
15. In these meetings, area residents expressed a willingness to accept higher density if it would guarantee higher quality homes and paved public roads with sidewalks.

16. The Applicant revised the initial proposal and design, and now seeks to develop at a density that will financially support paved streets, pedestrian amenities, and quality site-built homes.
17. Pursuant to the SFCC Section 14-3.5(A)(1)(d), any person may submit a written request for a rezoning or a zoning ordinance amendment, along with all submissions required by Chapter 14 of the SFCC and any other necessary information requested by the land use director (Submittal Requirements).
18. In this case, the Applicant asks the Governing Body to amend conditions of approval for Ordinance No. 2013-12, which were formalized as the "Applicant Undertakings" in the Findings of Fact and Conclusions of Law for Case #2012-104 (Item #13-0191).
19. Specifically, the Applicant asks the Governing Body to remove the requirement in Applicant Undertaking #2 to develop 4262 Agua Fria Street "consistent with R-3 zoning, notwithstanding that it is zoned R-5," and to strike the portion of Applicant Undertaking #3 that requires the Applicant "to propose . . . three base-course lot access driveways, each serving eight lots."
20. SFCC Section 14-3.1 sets out certain procedures to be followed on the Application, including, without limitation, (a) a pre-application conference [SFCC Section 14-3.l(E)]; (b) an Early Neighborhood Notification (ENN) meeting [SFCC Section 14-3.1(F)(2)(a)(iii)&(iv)]; and (c) compliance with notice and public hearing requirements [SFCC Section 14-3.1(H)-(I)].
21. A pre-application conference was held on January 10, 2019 in accordance with SFCC Section 14-3.l(E).
22. Pursuant to SFCC Section 14-3.1(H), notice of the ENN meeting was properly given.
23. Pursuant to SFCC Section 14-3.1(F), a virtual ENN meeting was held via Zoom on June 1, 2020. The ENN meeting was attended by several representatives of the Applicant and members of City staff. Twenty-two (22) members of the public attended. Residents expressed concerns, including traffic impacts to neighborhoods surrounding the property, but were generally happy that the proposal would include site-built homes. The Applicant and residents agreed to continue negotiating over a wall or fencing between the new development and existing homes, as there could be property line issues to be resolved.
24. City staff reviewed the Application and related materials and information submitted by the Applicant for conformity with applicable SFCC requirements and provided the Commission with a written report of its findings (Staff Report), which evaluated the factors relevant to the Application.
25. Staff recommended that the Commission should recommend that the Governing Body grant the request to modify the Findings of Fact and Conclusions of Law that approved Ordinance No. 2013-12 by removing the requirement in Applicant Undertaking #2 that the Applicant must develop 4262 Agua Fria Street "consistent with R-3 zoning, notwithstanding that it is zoned R-5," and by striking the portion of Applicant Undertaking #3 that requires the Applicant "to propose . . . three base-course lot access driveways, each serving eight lots."
26. On August 20, 2020, the Commission held a public hearing on this case concurrently with a public hearing to consider the rezoning requests in Case #2020-2274 (requesting R-5 zoning for 4701 Rufina Street) and Case #2020-2287 (requesting R-6 zoning for 4702 Rufina Street).
27. At the August 20, 2020 hearing, residents testified in support of all three cases and expressed a preference for public roads and sidewalks and site-built homes, but still raised concerns about traffic impacts, specifically to the intersection of Rufina Street and Lopez Lane. The President of the Las Acequias Neighborhood Association requested that road impact fees from the project be applied to improvements of that intersection if possible.

28. At the August 20, 2020 hearing, the Commission discussed road connectivity and questioned why Staff did not recommend striking the portion of Applicant Undertaking #3 that prohibits the Applicant from requesting to make a road connection to Powerline Road.
29. Staff explained that the recommendation was based on the specific requests made by the Applicant in the application, the recommendation of the City Traffic Engineer, and the expressed desire of neighboring residents to not have a road connection at Powerline.
30. Members of the Commission expressed concern that conditions should not be attached to a zoning ordinance to preclude road connectivity that would otherwise be required by Chapter 14 of the SFCC and the General Plan, and that such issues should be evaluated in the context of a subdivision application.
31. The Commission voted to recommend that the Governing Body approve the application in Case #2020-2273, with the additional recommendation that the Governing Body should strike Applicant Undertakings #2 and #3 in their entirety, which would allow the Commission to further explore road connectivity in conjunction with an application for preliminary subdivision approval.
32. The Commission also voted to recommend approval of the request in Case #2020-2274 to rezone 4701 Rufina Street to R-5 and the request in Case #2020-2287 to rezone 4702 Rufina Street to R-6, as recommended by staff.

C. Amendment to Conditions of Zoning Ordinance No. 2013-12

33. At the hearing, the Governing Body received reports from staff, testimony and evidence from the Applicant, and testimony offered by any interested members of the public.
34. Pursuant to SFCC Section 14-3.19(D)(1), the procedures for a substantive amendment to the conditions of a prior rezoning ordinance are the same as the procedures that apply to a new application for a rezoning ordinance.
35. Pursuant to SFCC Sections 14-2.3(C)(7)(c) and 14-3.5(B)(1), the Commission has the authority to review and make recommendations to the Governing Body regarding a proposed rezoning or zoning ordinance amendment.
36. Pursuant to SFCC Sections 14-2.2(A) and 14-3.5(B)(2) and Table 14-2.1-1, the Governing Body has the authority to consider the recommendation of the Commission and to either approve or disapprove the Application.
37. SFCC Section 14-3.5(B) sets out procedures for rezoning and requires the Governing Body to hold a public hearing, review the Application, and make a decision to approve or deny the Application.
38. SFCC Section 14-3.5(C) sets out approval criteria and requires the Governing Body to make complete findings of fact sufficient to show that these criteria have been met before approving a rezoning ordinance amendment.
39. Most of the approval criteria in SFCC Section 14-3.5(C) are inapplicable to a request to amend the conditions attached to a prior zoning ordinance, and the SFCC does not provide specific criteria for evaluating a request to amend such conditions.
40. The Governing Body finds that the rezoning criteria are intended to ensure that the public interest is not harmed by the rezoning, that development under the new zoning will serve the public more than development under the original zoning, and that infrastructure can handle or be modified to handle the proposed new development.

Applicant Undertaking #2

41. The Governing Body finds that Applicant Undertaking #2, which is the condition that Tract C-1 (4262 Agua Fria Street) should be developed consistent with R-3 zoning notwithstanding that it is zoned R-5, should be removed from the Findings of Fact and Conclusions of Law for Ordinance No. 2013-12 because removing the condition would not harm the public interest, and building at greater density will allow the construction of site-built homes, streets, and sidewalks in conformance with adjacent residents' desires.

Applicant Undertaking #3

42. At the Hearing, there was discussion about Applicant Undertaking #3, which includes two parts: (1) a requirement that the Applicant shall not request to use Powerline Road as a primary or secondary access for new development; and (2) a requirement that the Applicant shall propose three base-course lot access driveways, serving eight lots each.
43. The Governing Body finds that the first part of Applicant Undertaking #3, which is the requirement that the Applicant shall not request to use Powerline Road as a primary or secondary access for the subdivision, should be retained based on the intent of the Applicant, the opinions of the City Traffic Engineer as presented at the Planning Commission, and the wishes of the surrounding residents.
44. The Governing Body finds that the second part of Applicant Undertaking #3, which is the requirement that the Applicant shall propose three base-course lot access driveways each serving eight lots, should be removed from the Findings of Fact and Conclusions of Law for Ordinance No. 2013-12 because Chapter 14 of the SFCC and the General Plan express a strong preference for road connectivity, these types of conditions are more appropriate for consideration in conjunction with a subdivision application (not a rezoning application); and because the public interest will be better served by paved public roads with sidewalks.

Request for Construction of a Wall

45. At the Hearing, the Governing Body, Staff, and the Applicant discussed the request by the Las Acequias Neighborhood Association for a continuous block wall running the length of the development, including whether the request was financially feasible and whether a wall might lead to property line disputes with the many homeowners bordering the property.
46. The Governing Body finds that the wall construction issue should be further examined and resolved by the Planning Commission at the subdivision approval stage.

New Applicant Undertaking – Construction of Site-Built Housing

47. At the Hearing, the Governing Body, Staff, and the Applicant discussed the Applicant's plan to build site-built housing on the Properties, and not manufactured housing, as requested by neighbors, including the Las Acequias Neighborhood Association.
48. At the Hearing, the Applicant Rudy Rodriguez, the Applicant's agent, Dolores Vigil, and the Applicant's attorney, Karl Sommer, all testified that the Owner is committed to ensuring that site-built homes are built on the Properties, and not manufactured housing.

49. At the Hearing, it was acknowledged that the City cannot mandate the construction of site-built housing as a condition of approval because state and municipal law require the City to treat site-built and manufactured housing the same for zoning purposes.
50. At the Hearing, members of the Governing Body expressed concern that if the land transfers ownership following a rezoning, the Owner's intention to construct site-built homes might not be fulfilled.
51. At the Hearing, the Applicant's attorney proposed a mechanism to ensure that site-built homes are constructed on the Properties. Specifically, the Applicant could record with the Office of the County Clerk a restrictive covenant benefitting the Las Acequias Neighborhood Association that runs with the land and requires the construction of site-built homes.
52. At the Hearing, the Applicant volunteered to add a new Applicant Undertaking to the Findings of Fact and Conclusions of Law that requires the Applicant to record with the Office of the County Clerk a restrictive covenant benefitting the Las Acequias Neighborhood Association that runs with the land and requires the construction of site-built homes.
53. The Governing Body finds that this new Applicant Undertaking should be memorialized in these Findings of Fact and Conclusions of Law and that the Applicant should file a satisfactory covenant prior to the recordation of an final subdivision plat for the Properties to ensure that the Owner's intent to construct site-built housing is enforceable by the Las Acequias Neighborhood Association.

D. Vote at the Hearing

54. The following member of the Governing Body did not concur with the majority vote of the Governing Body: Councilor Chris Rivera.

III. CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Governing Body CONCLUDES as follows:

1. Pursuant to SFCC Section 14-3.1, all procedures regarding the pre-application conference, ENN meeting, and notice of public hearing requirements have been followed.
2. The Applicant has the right under the SFCC to propose amendments to the conditions of approval attached to the ordinance that rezoned the Properties.
3. The Applicant met the applicable Submittal Requirements.
4. The Governing Body has the power and authority at law and under the SFCC to review the proposed amendments to the conditions attached to the rezoning ordinance and to make decisions regarding the proposed amendments.
5. The Findings of Fact and Conclusions of Law adopting Ordinance 2013-12 should be amended by removing "Applicant Undertaking #2."
6. The Findings of Fact and Conclusions of Law adopting Ordinance 2013-12 should be amended by removing the second part of "Applicant Undertaking #3," which requires the Applicant "to propose . . . three base-course lot access driveways, each serving eight lots."
7. The Findings of Fact and Conclusions of Law adopting Ordinance 2013-12 should be amended by adding a new Applicant Undertaking as follows: "Prior to recordation of a final subdivision plat, the Applicant shall record with the Office of the County Clerk a

restrictive covenant benefitting the Las Acequias Neighborhood Association that runs with the land and requires the construction of site-built homes at 4262 Agua Fria Street and 4701 and 4702 Rufina Street."

WHEREFORE, IT IS ORDERED ON THE 10th DAY OF NOVEMBER 2020 BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Considering the foregoing findings and conclusions, the Governing Body grants the Application in Case #2020-2273 to amend the conditions set forth in the Findings of Fact and Conclusions of Law that adopted Ordinance No. 2013-12 by removing Applicant Undertaking #2 and by removing the portion of Applicant Undertaking #3 that requires the Applicant "to propose . . . three base-course lot access driveways, each serving eight lots." The Governing Body further amends the conditions set forth in the Findings of Fact and Conclusions of Law that adopted Ordinance No. 2013-12 by adding a new Applicant Undertaking as follows: "Prior to recordation of a final subdivision plat, the Applicant shall record with the Office of the County Clerk a restrictive covenant benefitting the Las Acequias Neighborhood Association that runs with the land and requires the construction of site-built homes at 4262 Agua Fria Street and 4701 and 4702 Rufina Street."

_____ _____
Alan M. Webber Date
Mayor

FILED:

_____ _____
Yolanda Y. Vigil Date
City Clerk

APPROVED AS TO FORM:

_____ Nov 4, 2020
Erin K. McSherry Date
City Attorney

Exhibit A to FOF & COL for Case #2020-2273

ITEM # 13-0191

City of Santa Fe
Governing Body
Findings of Fact and Conclusions of Law

Case #2012-104
Aguafina Rezoning to R-3
Owner's Name – Aguafina Development, LLC
Applicant's Name – JenkinsGavin Design and Development, Inc.

THIS MATTER came before the Governing Body of the City of Santa Fe for hearing on March 13, 2013 upon the application (Application) of JenkinsGavin Design and Development, Inc. as the agent for Aguafina Development, LLC (Applicant).

The Applicant applied to rezone 5.89± acres of land (Property) from R-1 (Residential – 1 dwelling unit/acre) to R-3 (Residential – 3 dwelling units/acre). The Property is located south of Agua Fria Street and west of Calle Atajo at 4702 Rufina Street and 4262 Agua Fria Street, now known as 4701 Rufina Street. On December 6, 2012 the Planning Commission (Commission) voted to recommend to the Governing Body that the Property be rezoned to R-3 (Residential – 3 dwelling units/acre), subject to certain conditions (the Conditions). The Property is designated as Low Density Residential (3-7 dwelling units/acre) on the General Plan Future Land Use Map.

The Applicant also owns 5.632± acres of land (Adjacent Parcel) adjacent to the Property on the north, extending from Agua Fria south to approximately Powerline Road. The Adjacent Parcel is also designated as Low Density Residential on the General Plan Future Land Use Map and is zoned R-5 (Residential – 5 dwelling units/acre). The Adjacent Parcel is not a subject of the Application. However, in accordance with discussions with certain neighbors of the Property, the Applicant offered to the Governing Body to (1) submit its request for subdivision and/or development plan approval to the Commission for both the Property and the Adjacent Parcel as a single application; (2) develop the Adjacent Parcel consistent with R-3 zoning, notwithstanding that it is zoned R-5; (3) not request to use Powerline Road as a primary or secondary access for either the Property or the Adjacent Parcel as part of its application for such Commission approval, but to propose instead three base-course lot access driveways , each serving eight lots; and (4) grant an easement to Abe and Kathleen Tapia and their successors across the Adjacent Parcel to permit them to access Powerline Road (collectively, the Applicant Undertakings).

Findings of Fact and Conclusions of Law (Commission Findings and Conclusions) embodying the Commission's vote were adopted by the Commission on January 10, 2013 and were filed with the City Clerk as Item #13-0023. The Applicant originally sought the Commission's approval to rezone the Property to R-5, but withdrew that request by letter dated February 15, 2013, amending the Application to request R-3 zoning for the Property. The Application before the Governing Body is therefore consistent with the recommendation of the Commission.

In accordance with the foregoing, and after conducting a public hearing, and having heard from staff, the Owner's representatives, residents of the neighborhood in which the Property is located, and certain interested others, the Governing Body hereby FINDS, as follows:

FINDINGS OF FACT

1. The Governing Body has authority, under Santa Fe City Code (Code) Sections 14-2.1 Table 14-2.1-1 and 14-2.2(A) to review and finally decide upon applications for rezoning in accordance with the procedures set forth in Code Section 14-3.5(B)(2) and applying the criteria set forth in Code Section 14-3.5(C).
2. Code Section 14-3.1(H)(1)(e)(2) requires that notice of a public hearing before the Governing Body be provided in accordance with Code Section 14-3.1(H)(1)(a) and that the applicant publish notice in a local daily newspaper of general circulation at least fifteen calendar days prior to the public hearing (collectively, the Notice Requirements).
3. The Notice Requirements have been met.
4. The Governing Body reviewed the report dated February 19, 2013 for the March 13, 2013 City Council Hearing prepared by City staff (Staff Report), the recommendation of the Commission, the Commission Findings and Conclusions and the evidence introduced at the public hearing in accordance with the requirements of Code Section 14-3.5(B)(2)(a).
5. The Governing Body heard direct testimony from City staff, the Applicant, residents of the neighborhood in which the Property is located and certain interested others.
6. The Applicant offered to the Governing Body to perform the Applicant Undertakings if the Governing Body approved R-3 zoning for the Property.
7. The Applicant's offer to perform the Applicant Undertakings is a material consideration relied upon by the Governing Body in its review of the Application.
8. Commission Findings of Fact 2 through 10 and Conclusions of Law 1 through 3 accurately reflect the facts in this matter as presented at the hearing.
9. Commission Finding of Fact 12 accurately reflects the facts in this matter, with the deletion of the words, "However, impacts on traffic and on other public facilities, especially parks, which are inadequate to serve the area at existing densities, mitigate against R-5 zoning for the Property." The deletion reflects the Applicant's request to amend the Application to request R-3 zoning.
10. Commission Conclusion of Law 5 accurately reflects the facts in this matter, with the deletion of the words, "…, although the impacts on traffic and on other public facilities, especially parks, which are inadequate to serve the area at existing densities, mitigate against R-5 zoning for the Property." The deletion reflects the Applicant's request to amend the Application to request R-3 zoning.
11. The Governing Body accepts the Applicant's offer to perform the Applicant Undertakings in the event that the Governing Body approves the Application.
12. The Governing Body has considered the comments of members of the public made at the hearing relating to the future development of the Property and the Adjacent Parcel and, understanding that the Commission has the authority under the Code to review and approve with or without conditions or deny applications for subdivision and development plan approval, but mindful of the concerns of certain neighbors that are appropriately addressed in conjunction with the subdivision and development approval process, requests the Commission to consider fully such comments in reviewing and deciding upon applications

for future subdivision and/or development plan approval for the Property and the Adjacent Parcel.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted at the hearing, the Governing Body hereby CONCLUDES and ORDERS:

1. The Commission Findings and Conclusions, a copy of which is attached hereto as Exhibit A, are adopted in part by the Governing Body as follows: Commission Findings of Fact 2 through 10 and, with the deletion of the words, "However, impacts on traffic and on other public facilities, especially parks, which are inadequate to serve the area at existing densities, mitigate against R-5 zoning for the Property", Commission Finding of Fact 12; and Conclusions of Law 1 through 3 and, with the deletion of the words, "…, although the impacts on traffic and on other public facilities, especially parks, which are inadequate to serve the area at existing densities, mitigate against R-5 zoning for the Property", Conclusion of Law 5. The foregoing enumerated Findings of Fact and Conclusions of Law are hereby adopted by the Governing Body and are incorporated in these Findings of Fact and Conclusions of Law as if set out in full herein. Those Findings of Fact and Conclusions of Law not specifically adopted herein are specifically not adopted.
2. The proposed rezoning is therefore approved, subject to the Conditions and subject further to the performance by the Applicant of the Applicant Undertakings.

IT IS SO ORDERED ON THE 27TH OF MARCH 2013 BY THE GOVERNING BODY OF THE CITY OF SANTA FE.

David Coss — 3-29-13
Mayor — Date:

FILED WITH THE CITY CLERK:

Yolanda Y. Vigil — 4-2-13
Yolanda Y. Vigil /cc notified 3/27/13
City Clerk — Date:

APPROVED AS TO FORM:

Kelley A. Brennan — 3/27/13
Geno Zamora — Date:
City Attorney

ITEM # 13-0023

City of Santa Fe
Planning Commission
Findings of Fact and Conclusions of Law

Case #2012-104 – Aguafina Rezoning
Owner's Name – Aguafina Development, LLC
Applicant's Name – JenkinsGavin Design & Development, Inc.

THIS MATTER came before the Planning Commission (Commission) for hearing on December 6, 2012 upon the application (Application) of JenkinsGavin Design & Development, Inc. as agent for Aguafina Development, LLC (Applicant).

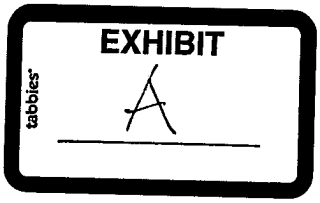
The Applicant seeks to rezone 5.73± acres of land (Property) that comprises the southern part of a single tract of land (the Tract) west of Calle Atajo that runs south from Agua Fria Street to south of Rufina Street. The Property is bisected by Rufina Street and is zoned R-1 (Residential – 1 dwelling unit/acre). The remainder of the Tract (the Remainder) is zoned R-5 (Residential – 5 dwelling units/acre). The Applicant seeks to rezone the Property from R-1 to R-5 so that the Tract is within a single zoning district. The Property is designated as Low Density Residential (3-7 dwelling units/acre) on the General Plan Future Land Use Map.

After conducting a public hearing and having heard from staff, the Applicant, and all other interested persons, the Commission hereby FINDS, as follows:

FINDINGS OF FACT

General

1. The Commission heard testimony and took evidence from staff, the Applicant, and members of the public interested in the matter.
2. Under SFCC §14-3.5(A)(1)(d) any individual may propose a rezoning.
3. SFCC §§14-3.5(B)(1) sets out certain procedures for rezonings, including, without limitation, a public hearing by the Commission and recommendation to the Governing Body based upon the criteria set out in SFCC §14-3.5(C).
4. SFCC §§14-3.5(C) establishes the criteria to be applied by the Commission in its review of proposed rezonings (Rezoning Criteria).
5. Code §14-3.1 sets out certain procedures to be followed on the Application, including, without limitation, (a) a pre-application conference [§14-3.1(E)(1)(a)(i)]; (b) an Early Neighborhood Notification (ENN) meeting [§14-3.1(F)(2)(a)(iii)]; and (c) compliance with Code Section 14-3.1(H) notice and public hearing requirements.
6. A pre-application conference was held on May 10, 2012.
7. SFCC §14-3.1(F) establishes procedures for the ENN meeting, including, without limitation:
   (a) Scheduling and notice requirements [SFCC §14-3.1(F)(4) and (5)];
   (b) Regulating the timing and conduct of the meeting [SFCC §14-3.1(F)(5)]; and
   (c) Setting out guidelines to be followed at the ENN meeting [§14-3.1(F)(6)].



8. An ENN meeting was held on the Application at 5:30 p.m. on July 30, 2012 at the Southside Library at 6599 Jaguar Road.
9. Notice of the ENN meeting was properly given.
10. The ENN meeting was attended by the Applicant, City staff and other interested parties and the discussion followed the guidelines set out in SFCC §14-3.1(F)(6).
11. Commission staff provided the Commission with a report (the Staff Report) evaluating the factors relevant to the Application and recommending approval by the Commission of the Rezoning, subject to those conditions contained in the Staff Report (the Conditions).
12. The Commission has considered the Rezoning Criteria and finds, subject to the Conditions, the following facts:
    (a) *One or more of the following conditions exist: (i) there was a mistake in the original zoning; (ii) there has been a change in the surrounding area, altering the character of the neighborhood to such an extent as to justify changing the zoning; or (iii) a different use category is more advantageous to the community, as articulated in the Plan or other adopted City plans [SFCC §14-3.5(C)(1)(a)].*
    There has been a change in the surrounding area, with an increase in density as the City has expanded southward, altering the character of the Rufina Street corridor. Rezoning will bring the Property into compliance with the General Plan future land use designation for the Property of Low Density Residential (3-7 dwelling units/acre) and with the Plan policy supporting residential development within the future growth areas is built at a minimum gross density of 3 dwelling units/acre, and an average of 5 dwelling units/acre where topography allows.
    (b) *All the rezoning requirements of SFCC Chapter 14 have been met [SFCC §14-3.5(C)(1)(b)].*
    All the rezoning requirements of SFCC Chapter 14 have been met.
    (c) *The proposed rezoning is consistent with the applicable policies of the General Plan [Section 14-3.5(A)(c)].*
    The proposed rezoning is consistent with the General Plan's Low Density future land use designation for the Property.
    (d) *The amount of land proposed for rezoning and the proposed use for the land is consistent with City policies regarding the provision of urban land sufficient to meet the amount, rate and geographic location of the growth of the City [SFCC §14-3.5(C)(1)(d)].*
    The proposed rezoning is consistent with the Plan's Low Density future land use designation for the Property and with the General Plan policy supporting the preservation of the scale and character of established neighborhoods while promoting appropriate infill development in an area already served by public water and wastewater facilities.
    (e) *The existing and proposed infrastructure, such as the streets system, sewer and water lines, and public facilities, such as fire stations and parks, will be able to accommodate the impacts of the proposed development [Section 14-3.5(C)(e)]*;
    Existing infrastructure, including water and sewer is sufficient to serve the increased density resulting from the rezoning. However, impacts on traffic and on other public facilities, especially parks, which are inadequate to serve the area at existing densities, mitigate against R-5 zoning for the Property.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Commission CONCLUDES as follows:

1. The Rezoning was properly and sufficiently noticed via mail, publication, and posting of signs in accordance with SFCC requirements.
2. The ENN meetings complied with the requirements established under the SFCC.
3. The Applicant has the right under the SFCC to propose the rezoning of the Property.
4. The Commission has the power and authority at law and under the SFCC to review the proposed rezoning of the Property and to make recommendations regarding the proposed rezoning to the Governing Body based upon that review.
5. The proposed rezoning meets the Rezoning Criteria, although the impacts on traffic and on other public facilities, especially parks, which are inadequate to serve the area at existing densities, mitigate against R-5 zoning for the Property.

WHEREFORE, IT IS ORDERED ON THE 10TH OF JANUARY 2013 BY THE PLANNING COMMISSION OF THE CITY OF SANTA FE:

That for the reasons set forth in the foregoing Findings of Fact and Conclusions of Law, the Commission recommends to the Governing Body that it approve the rezoning of the Property to R-3, subject to the Conditions.

Thomas Spray
Chair

Date: 1/10/13

FILED:

Yolanda Y. Vigil
City Clerk

Date: 1.14.13

APPROVED AS TO FORM:

Kelley Brennan
Assistant City Attorney

Date: 1/10/13

2020-11-10_2020-2273 Aguafina GB FOF COL

Final Audit Report 2020-11-04

Created:	2020-11-04
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPNdh5H3d1S2NxfJuntMkpbRbYHjABq1b

"2020-11-10_2020-2273 Aguafina GB FOF COL" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-11-04 - 3:12:52 PM GMT- IP address: 63.232.20.2

Document emailed to Erin McSherry (ekmcsherry@santafenm.gov) for signature
2020-11-04 - 3:13:55 PM GMT

Email viewed by Erin McSherry (ekmcsherry@santafenm.gov)
2020-11-04 - 9:44:30 PM GMT- IP address: 174.62.11.171

Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)
Signature Date: 2020-11-04 - 9:47:23 PM GMT - Time Source: server- IP address: 174.62.11.171

Agreement completed.
2020-11-04 - 9:47:23 PM GMT

City of Santa Fe
Governing Body
Findings of Fact and Conclusions of Law

Case #2020-2274
4701 Rufina Street - Aguafina Rezoning

Owner's/Applicant's Name- Aguafina Development, LLC
Agent's Name- Dolores Vigil, Liaison Planning Services, Inc.

THIS MATTER came before the Governing Body (Governing Body) for public hearing on October 22, 2020 (Hearing) upon the application (Application) of Liaison Planning Services, Inc., as agent for Aguafina Development, LLC (Applicant).

INTRODUCTION

The Application pertains to a property located at 4701 Rufina Street totaling approximately 3.44 acres (Property). The Applicant requests approval of a rezoning from R-3 (Residential- three dwelling units per acre) to R-5 (Residential- five dwelling units per acre). The Applicant plans to create 18 lots on the Property as part of a sixty-one (61)-lot subdivision.

In related Case #2020-2287, the Applicant seeks to rezone a property located at 4702 Rufina Street totaling approximately 2.42 acres. The Applicant requests approval of a rezoning from R-3 (Residential – three dwelling units per acre) to R-6 (Residential – six dwelling units per acre). Additionally, in related Case #2020-2273, the Applicant seeks to amend the conditions that the Governing Body attached to the Findings of Fact and Conclusions of Law adopting Ordinance No. 2013-12, which rezoned the properties at 4701 and 4702 Rufina Street to R-3 (Residential – Three Dwelling Units per acre). Specifically, the Applicant seeks to remove condition #2, which would require the Applicant to develop the adjacent parcel at 4262 Agua Fria Street "consistent with R-3 zoning, notwithstanding that it is zoned R-5," and to strike a portion of condition #3, which would require the Applicant "to propose . . . three base-course lot access driveways, each serving eight lots."

After conducting a public hearing and having heard from staff and all interested persons, the Governing Body hereby FINDS, as follows:

FINDINGS OF FACT

Background

1. On December 6, 2012, the Planning Commission (Commission) considered the previous owner's R-5 rezoning application for Tract C-2 (4701 Rufina Street) and Tract B-1 (4702 Rufina Street), totaling approximately 5.89 acres (Case #2012-104).
2. At a public hearing held December 6, 2012, residents testified in opposition to the rezoning, citing concerns about traffic impacts and overall density.

3. The Commission voted to recommend lower R-3 zoning for both tracts due to concerns about traffic and density.
4. Subsequent to the hearing, in negotiations with adjacent residents, the owner agreed to develop 4262 Agua Fria Street and 4701 and 4702 Rufina Street at lower density (effectively R-3), despite the fact that 4262 Agua Fria is zoned R-5 and was not included within the rezoning application for Case #2012-104, and to develop all three tracts as private, base-course lot access driveways.
5. Under the Santa Fe City Code (SFCC) Table 14-9.2-1 (Design Criteria for Street Types), a private lot access driveway may serve a maximum of eight (8) dwelling units.
6. On January 30, 2013, the Governing Body held a public hearing to consider the rezoning request.
7. After significant discussion about appropriate density and road connectivity, the Governing Body voted to deny the rezoning request.
8. On February 13, 2013, the Governing Body rescinded its denial and decided to rehear the case, considering the rezoning request at reduced density.
9. On March 13, 2013, the Governing Body reheard the rezoning request at a public hearing and approved a rezoning to R-3, subject to the conditions of approval recommended by staff and additional conditions that the previous owner agreed to at the hearing, which were enumerated in the Findings of Fact and Conclusions of Law, filed by the City Clerk as Item #13-0191.
10. The additional conditions, referred to as "the Applicant Undertakings," formalized the previous owner's offer to: (1) submit any request for subdivision and/or development plan approval for 4701 and 4702 Rufina Street and the adjacent parcel (4262 Agua Fria Street) as a single application; (2) develop 4262 Agua Fria Street consistent with R-3 zoning, notwithstanding that it is zoned R-5; (3) not request to use Powerline Road as a primary or secondary access for new development at 4262 Agua Fria Street, 4701 Rufina Street, or 4702 Rufina Street, but to propose instead three base-course lot access driveways, serving eight lots each; and (4) grant an easement to Abe and Kathleen Tapia and their successors across 4262 Agua Fria Street to permit them to access Powerline Road.
11. The previous owner submitted an application for a subdivision that met the conditions described as "the Applicant Undertakings." The application went through a series of hearings and was ultimately approved; but the subdivision was never recorded, and the approval expired.

Procedural History: Case #2020-2274

12. In 2019, the Applicant initially proposed a subdivision with the same configuration as the previously approved subdivision, which had expired.
13. In discussing the initial 2019 proposal with the Applicant, Staff raised concerns about connectivity and roads, which were consistent with the concerns raised by staff in 2013.
14. The Applicant conducted a series of meeting with neighbors, which resulted in a series of design changes to the Project.
15. In these meetings, area residents expressed a willingness to accept higher density if it would guarantee higher quality homes and paved roads and sidewalks.
16. The Applicant revised the initial proposal and design, and now seeks to develop at a density that will financially support paved streets, pedestrian amenities, and quality site-built homes.

General

17. SFCC Section 14-3.1 sets out certain procedures to be followed on the Application, including, without limitation, (a) a pre-application conference [SFCC Section 14-3.l(E)]; (b) an Early Neighborhood Notification (ENN) meeting [SFCC Section 14-3.1(F)(2)(a)(iii)&(iv)]; and (c) compliance with notice and public hearing requirements [SFCC Section 14-3.1(H)-(I)].
18. A pre-application conference was held on January 10, 2019 in accordance with SFCC Section 14-3.l(E).
19. Pursuant to SFCC Section 14-3.1(H), notice of the ENN meeting was properly given.
20. Pursuant to SFCC Section 14-3.1(F), a virtual ENN meeting was held via Zoom on June 1, 2020. The ENN meeting was attended by several representatives of the Applicant and members of City staff. Twenty-two members of the public attended. Residents expressed concerns, including traffic impacts to neighborhoods surrounding the property, but were generally happy that the proposal would include stick-built homes. The Applicant and residents agreed to continue negotiating over a wall or fencing between the new development and existing homes, as there could be property line issues to be resolved.
21. Pursuant to the SFCC Section 14-3.5(A)(1)(d), any person may submit a written request for a rezoning, along with all submissions required by Chapter 14 of the SFCC and any other necessary information requested by the land use director (Submittal Requirements).
22. City staff reviewed the Application and related materials and information submitted by the Applicant for conformity with applicable SFCC requirements and provided the Governing Body with a written report of its findings (Staff Report), which evaluated the factors relevant to the Application.
23. Staff recommended that the Commission should recommend that the Governing Body approve the rezoning.
24. On August 20, 2020, the Commission held a public hearing on this case concurrently with a public hearing to consider the rezoning requests in Case #2020-2273 (zoning ordinance amendment for 4262 Agua Fria Street, 4701 Rufina Street, and 4701 Rufina Street) and Case #2020-2287 (requesting R-6 zoning for 4702 Rufina Street).
25. At the August 20, 2020 hearing, residents testified in support of all three cases and expressed a preference for public roads and sidewalks and site-built homes, but still raised concerns about traffic impacts, specifically to the intersection of Rufina Street and Lopez Lane. The President of the Las Acequias Neighborhood Association requested that road impact fees from the project be applied to improvements of that intersection if possible.
26. The Commission voted to recommend approval of the rezoning ordinance amendment in Case #2020-2273, the request in this Case #2020-2274 to rezone 4701 Rufina Street to R-5, and the request in Case #2020-2287 to rezone 4702 Rufina Street to R-6, as recommended by staff.

Rezoning

27. Pursuant to SFCC Section 14-3.5(A)(1)(d), any person may submit a written request for rezoning, along with all submissions required by the SFCC Chapter 14 and any other information requested by the land use director as reasonably necessary to determine compliance with Chapter 14 (Submittal Requirements).
28. In this case, the Applicant seeks a rezoning from R-3 (Residential-three dwelling units per acre) to R-5 (Residential-five dwelling units per acre).

29. Pursuant to SFCC Sections 14-2.2(A) and 14-3.5(B)(2) and Table 14-2.1-1, the Governing Body has the authority to review and approve rezonings.
30. SFCC Section 14-3.5(B) sets out procedures for rezoning and requires the Governing Body to hold a public hearing, review the Application, and make a recommendation to the Governing Body.
31. SFCC Section 14-3.5(C) sets out approval criteria and requires the Governing Body to make complete findings of fact sufficient to show that these criteria have been met before approving a rezoning.
32. Pursuant to SFCC Section 14-3.5(C)(1)(a)(ii)-(iii), the Governing Body finds that the rezoning is justified because the proposed density is allowed by the Future Land Use Map designation of Low Density Residential, and because the proposed density is consistent with surrounding homes.
33. Pursuant to SFCC Section 14-3.5(C)(1)(b), the Governing Body finds that all the rezoning requirements of Chapter 14 have been met.
34. Pursuant to SFCC Section 14-3.5(C)(1)(c), the Governing Body finds that the proposed rezoning is consistent with the applicable policies of the general plan, including the future land use map. Specifically, R-5 zoning is consistent with the Southwest Area Master Plan (SWAMP) Future Land Use Map designation of Residential Low Density (3-7 dwelling units per acre) and will provide lots of similar size to the adjacent neighborhood.
35. Pursuant to SFCC Section 14-3.5(C)(1)(d), the Governing Body finds that rezoning the property to accommodate infill by creating a sixty-one-lot subdivision is consistent with city policies regarding the provision of urban land sufficient to meet the amount, rate, and geographic location of the growth of the city.
36. Pursuant to SFCC Section 14-3.5(C)(1)(e), the Governing Body finds that the existing and proposed infrastructure, such as the streets system, sewer and water lines, and public facilities, such as fire stations and parks, will be able to accommodate the impacts of the proposed development.
37. Pursuant to SFCC Section 14-3.5(C)(2)(a), the Governing Body finds that the proposed change in density will not result in a change in character inconsistent with the prevailing use and character of the area, and that the R-5 zoning is consistent with the surrounding density, such as the adjacent R-7 Las Acequias subdivision.
38. Pursuant to SFCC Section 14-3.5(C)(2)(b), the Governing Body finds that the proposed rezoning is permissible because it would not affect an area of less than two acres.
39. Pursuant to SFCC Section 14-3.5(C)(2)(c), the Governing Body finds that the proposed rezoning will not benefit one or a few landowners at the expense of the surrounding landowners or general public. The proposed density will enable the construction of homes that will harmonize with the adjacent Las Acequias subdivision.
40. Pursuant to SFCC Section 14-3.5(D)(1), the Governing Body finds that the proposed additional density can be accommodated by the existing and proposed road infrastructure.
41. Pursuant to SFCC Section 14-3.5(D)(2), the Governing Body finds that the public roads proposed in the concept plan will serve the proposed development, and that public sidewalks will serve the surrounding neighborhood better than private lanes without sidewalks.

Vote at the Hearing

42. The following member of the Governing Body did not concur with the majority vote of the Governing Body: Councilor Chris Rivera.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Governing Body CONCLUDES as follows:

General

1. Pursuant to SFCC Section 14-3.1, all procedures regarding the pre-application conference, ENN meeting, and notice of public hearing requirements have been followed.

Rezoning

2. The Applicant has the right under the SFCC to propose the rezoning of the Property.
3. The Governing Body has the power and authority at law and under the Code to review the proposed rezoning of the Property and to approve the rezoning.
4. The Applicant met the applicable Submittal Requirements.
5. The proposed rezoning from R-3 to R-5 should be approved because all applicable code requirements and criteria for approving the proposed rezoning have been met.

WHEREFORE, IT IS ORDERED ON THE 10th DAY OF NOVEMBER 2020 BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Considering the foregoing findings and conclusions, the Governing Body approves the proposed rezoning in Case #2020-2274.

_____ _____
Alan M. Webber Date
Mayor

FILED:

_____ _____
Yolanda Y. Vigil Date
City Clerk

APPROVED AS TO FORM:

_____ Nov 4, 2020
Erin K. McSherry Date
City Attorney

2020-11-10 2020-2274 4701 Rufina Street Aguafina Rezoning GB FOF_COL

Final Audit Report 2020-11-04

Created:	2020-11-04
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
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"2020-11-10 2020-2274 4701 Rufina Street Aguafina Rezoning GB FOF_COL" History

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City of Santa Fe
Governing Body
Findings of Fact and Conclusions of Law

Case #2020-2287
4702 Rufina Street Aguafina Rezoning

Owner's/Applicant's Name- Aguafina Development, LLC
Agent's Name- Dolores Vigil, Liaison Planning Services, Inc.

THIS MATTER came before the Governing Body (Governing Body) for public hearing on October 22, 2020 (Hearing) upon the application (Application) of Liaison Planning Services, Inc., as agent for Aguafina Development, LLC (Applicant).

INTRODUCTION

The Application pertains to a property located at 4702 Rufina Street totaling approximately 2.42 acres (Property). The Applicant requests approval of a rezoning from R-3 (Residential- three dwelling units per acre) to R-6 (Residential- six dwelling units per acre). The Applicant plans to create 15 lots on the Property as part of a sixty-one (61)-lot subdivision.

In related Case #2020-2274, the Applicant seeks to rezone a property located at 4701 Rufina Street totaling approximately 3.44 acres from R-3 (Residential- three dwelling units per acre) to R-5 (Residential- five dwelling units per acre). Additionally, in related Case #2020-2273, the Applicant seeks to amend the conditions that the Governing Body attached to the Findings of Fact and Conclusions of Law adopting Ordinance No. 2013-12, which rezoned the properties at 4701 and 4702 Rufina Street to R-3 (Residential – Three Dwelling Units per acre). Specifically, the Applicant seeks to remove condition #2, which would require the Applicant to develop the adjacent parcel at 4262 Agua Fria Street "consistent with R-3 zoning, notwithstanding that it is zoned R-5," and to strike a portion of condition #3, which would require the Applicant "to propose . . . three base-course lot access driveways, each serving eight lots."

After conducting a public hearing and having heard from staff and all interested persons, the Governing Body hereby FINDS, as follows:

FINDINGS OF FACT

Background

1. On December 6, 2012, the Planning Commission (Commission) considered the previous owner's R-5 rezoning application for Tract C-2 (4701 Rufina Street) and Tract B-1 (4702 Rufina Street), totaling approximately 5.89 acres (Case #2012-104).
2. At a public hearing held December 6, 2012, residents testified in opposition to the rezoning, citing concerns about traffic impacts and overall density.
3. The Commission voted to recommend lower R-3 zoning for both tracts due to concerns about traffic and density.

4. Subsequent to the hearing, in negotiations with adjacent residents, the owner agreed to develop 4262 Agua Fria Street and 4701 and 4702 Rufina Street at lower density (effectively R-3), despite the fact that 4262 Agua Fria is zoned R-5 and was not included within the rezoning application for Case #2012-104, and to develop all three tracts as private, base-course lot access driveways.
5. Under the Santa Fe City Code (SFCC) Table 14-9.2-1 (Design Criteria for Street Types), a private lot access driveway may serve a maximum of eight (8) dwelling units.
6. On January 30, 2013, the Governing Body held a public hearing to consider the rezoning request.
7. After significant discussion about appropriate density and road connectivity, the Governing Body voted to deny the rezoning request.
8. On February 13, 2013, the Governing Body rescinded its denial and decided to rehear the case, considering the rezoning request at reduced density.
9. On March 13, 2013, the Governing Body reheard the rezoning request at a public hearing and approved a rezoning to R-3, subject to the conditions of approval recommended by staff and additional conditions that the previous owner agreed to at the hearing, which were enumerated in the Findings of Fact and Conclusions of Law, filed by the City Clerk as Item #13-0191.
10. The additional conditions, referred to as "the Applicant Undertakings," formalized the previous owner's offer to: (1) submit any request for subdivision and/or development plan approval for 4701 and 4702 Rufina Street and the adjacent parcel (4262 Agua Fria Street) as a single application; (2) develop 4262 Agua Fria Street consistent with R-3 zoning, notwithstanding that it is zoned R-5; (3) not request to use Powerline Road as a primary or secondary access for new development at 4262 Agua Fria Street, 4701 Rufina Street, or 4702 Rufina Street, but to propose instead three base-course lot access driveways, serving eight lots each; and (4) grant an easement to Abe and Kathleen Tapia and their successors across 4262 Agua Fria Street to permit them to access Powerline Road.
11. The previous owner submitted an application for a subdivision that met the conditions described as "the Applicant Undertakings." The application went through a series of hearings and was ultimately approved; but the subdivision was never recorded, and the approval expired.

Procedural History: Case #2020-2287

12. In 2019, the Applicant initially proposed a subdivision with the same configuration as the previously approved subdivision, which had expired.
13. In discussing the initial 2019 proposal with the Applicant, Staff raised concerns about connectivity and roads, which were consistent with the concerns raised by staff in 2013.
14. The Applicant conducted a series of meeting with neighbors, which resulted in a series of design changes to the Project.
15. In these meetings, area residents expressed a willingness to accept higher density if it would guarantee higher quality homes and proper roads.
16. The Applicant revised the initial proposal and design, and now seeks to develop at a density that will financially support paved streets, pedestrian amenities, and quality site-built homes.

General

17. SFCC Section 14-3.1 sets out certain procedures to be followed on the Application, including, without limitation, (a) a pre-application conference [SFCC Section 14-3.l(E)]; (b) an Early Neighborhood Notification (ENN) meeting [SFCC Section 14-3.1(F)(2)(a)(iii)&(iv)]; and (c) compliance with notice and public hearing requirements [SFCC Section 14-3.1(H)-(I)].
18. A pre-application conference was held on January 10, 2019 in accordance with SFCC Section 14-3.l(E).
19. Pursuant to SFCC Section 14-3.1(H), notice of the ENN meeting was properly given.
20. Pursuant to SFCC Section 14-3.1(F), a virtual ENN meeting was held via Zoom on June 1, 2020. The ENN meeting was attended by several representatives of the Applicant and members of City staff. Twenty-two members of the public attended. Residents expressed concerns, including traffic impacts to neighborhoods surrounding the property, but were generally happy that the proposal would include stick-built homes. The Applicant and residents agreed to continue negotiating over a wall or fencing between the new development and existing homes, as there could be property line issues to be resolved.
21. Pursuant to the SFCC Section 14-3.5(A)(1)(d), any person may submit a written request for a rezoning, along with all submissions required by Chapter 14 of the SFCC and any other necessary information requested by the land use director (Submittal Requirements).
22. City staff reviewed the Application and related materials and information submitted by the Applicant for conformity with applicable SFCC requirements and provided the Governing Body with a written report of its findings (Staff Report), which evaluated the factors relevant to the Application.
23. Staff recommended that the Commission should recommend that the Governing Body approve the rezoning.
24. On August 20, 2020, the Commission held a public hearing on this case concurrently with a public hearing to consider the rezoning requests in Case #2020-2273 (zoning ordinance amendment for 4262 Agua Fria Street, 4701 Rufina Street, and 4701 Rufina Street) and Case #2020-2274 (requesting R-5 zoning for 4701 Rufina Street).
25. At the August 20, 2020 hearing, residents testified in support of all three cases and expressed a preference for public roads and sidewalks and site-built homes, but still raised concerns about traffic impacts, specifically to the intersection of Rufina Street and Lopez Lane. The President of the Las Acequias Neighborhood Association requested that road impact fees from the project be applied to improvements of that intersection if possible.
26. The Commission voted to recommend approval of the rezoning ordinance amendment in Case #2020-2273, the request in Case #2020-2274 to rezone 4701 Rufina Street to R-5, and the request in this Case #2020-2287 to rezone 4702 Rufina Street to R-6, as recommended by staff.

Rezoning

27. Pursuant to SFCC Section 14-3.5(A)(1)(d), any person may submit a written request for rezoning, along with all submissions required by the SFCC Chapter 14 and any other information requested by the land use director as reasonably necessary to determine compliance with Chapter 14 (Submittal Requirements).

28. In this case, the Applicant seeks a rezoning from R-3 (Residential-three dwelling units per acre) to R-6 (Residential-six dwelling units per acre).
29. Pursuant to SFCC Sections 14-2.2(A) and 14-3.5(B)(2) and Table 14-2.1-1, the Governing Body has the authority to review and approve rezonings.
30. SFCC Section 14-3.5(B) sets out procedures for rezoning and requires the Governing Body to hold a public hearing, review the Application, and make a recommendation to the Governing Body.
31. SFCC Section 14-3.5(C) sets out approval criteria and requires the Governing Body to make complete findings of fact sufficient to show that these criteria have been met before approving a rezoning.
32. Pursuant to SFCC Section 14-3.5(C)(1)(a)(ii)-(iii), the Governing Body finds that the rezoning is justified because the proposed density is allowed by the Future Land Use Map designation of Low Density Residential, and because the proposed density is consistent with surrounding homes.
33. Pursuant to SFCC Section 14-3.5(C)(1)(b), the Governing Body finds that all the rezoning requirements of Chapter 14 have been met.
34. Pursuant to SFCC Section 14-3.5(C)(1)(c), the Governing Body finds that the proposed rezoning is consistent with the applicable policies of the general plan, including the future land use map. Specifically, R-6 zoning is consistent with the (SWAMP) Future Land Use Map designation of Residential Low Density (3-7 dwelling units per acre) and will provide lots of similar size to the adjacent neighborhood.
35. Pursuant to SFCC Section 14-3.5(C)(1)(d), the Governing Body finds that rezoning the property to accommodate infill by creating a sixty-one-lot subdivision is consistent with city policies regarding the provision of urban land sufficient to meet the amount, rate, and geographic location of the growth of the city.
36. Pursuant to SFCC Section 14-3.5(C)(1)(e), the Governing Body finds that the existing and proposed infrastructure, such as the streets system, sewer and water lines, and public facilities, such as fire stations and parks, will be able to accommodate the impacts of the proposed development.
37. Pursuant to SFCC Section 14-3.5(C)(2)(a), the Governing Body finds that the proposed change in density will not result in a change in character inconsistent with the prevailing use and character of the area, and that the R-6 zoning is consistent with the surrounding density, such as the adjacent R-7 Las Acequias subdivision.
38. Pursuant to SFCC Section 14-3.5(C)(2)(b), the Governing Body finds that the proposed rezoning is permissible because it would not affect an area of less than two acres.
39. Pursuant to SFCC Section 14-3.5(C)(2)(c), the Governing Body finds that the proposed rezoning will not benefit one or a few landowners at the expense of the surrounding landowners or general public. The proposed density will enable the construction of homes that will harmonize with the adjacent Las Acequias subdivision.
40. Pursuant to SFCC Section 14-3.5(D)(1), the Governing Body finds that the proposed additional density can be accommodated by the existing and proposed road infrastructure.
41. Pursuant to SFCC Section 14-3.5(D)(2), the Governing Body finds that the public roads proposed in the concept plan will serve the proposed development, and that public sidewalks will serve the surrounding neighborhood better than private lanes without sidewalks.

Vote at the Hearing

42. The following member of the Governing Body did not concur with the majority vote of the Governing Body: Councilor Chris Rivera.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Governing Body CONCLUDES as follows:

General

1. Pursuant to SFCC Section 14-3.1, all procedures regarding the pre-application conference, ENN meeting, and notice of public hearing requirements have been followed.

Rezoning

2. The Applicant has the right under the SFCC to propose the rezoning of the Property.
3. The Governing Body has the power and authority at law and under the Code to review the proposed rezoning of the Property and to approve the rezoning.
4. The Applicant met the applicable Submittal Requirements.
5. The proposed rezoning from R-3 to R-6 should be approved because all applicable code requirements and criteria for approving the proposed rezoning have been met.

WHEREFORE, IT IS ORDERED ON THE 10th DAY OF NOVEMBER 2020 BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Considering the foregoing findings and conclusions, the Governing Body approves the proposed rezoning in Case #2020-2287.

_____ _____
Alan M. Webber Date
Mayor

FILED:

_____ _____
Yolanda Y. Vigil Date
City Clerk

APPROVED AS TO FORM:

_____ Nov 4, 2020
Erin K. McSherry Date
City Attorney

2020-11-10 2020-2287 4702 Rufina Street Aguafina Rezoning GB FOF_COL

Final Audit Report 2020-11-04

Created:	2020-11-04
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
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"2020-11-10 2020-2287 4702 Rufina Street Aguafina Rezoning GB FOF_COL" History

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ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 10/19/20
FOR CITY COUNCIL MEETING OF 10/28/20

e) Consideration of Bill No. 2020-__: An Ordinance Amending Section 2-4.6 SFCC1987 to Allow the City Manager to Enter Agreements Accepting Funds that Are Offered to the City Without Time to Place the Agreements on the Next Scheduled Governing Body Meeting, with Ratification by the Governing Body at the next Scheduled Meeting for which the Deadline to Include the Matter on an Agenda Has not yet Passed; and Amending Section 11-4 to Allow the City Manager to Approve Grant Applications, Grant Awards, Grant Match Requirements, and Grant Agreements in any Amount if the Deadline to Approve Such Documents Occurs Before the Deadline to Include the Application or Award on the Agenda for the Governing Body's Next Regularly Scheduled Meeting, with Ratification by the Governing Body at the Next Scheduled Meeting for Which an Agenda Has not yet Been Posted. (Councilors Rivera and Cassutt-Sanchez) (Marcos Martinez, mdmartinez@santafenm.gov, 955-6502)

COMMITTEE	**REVIEW:**
Public Works and Utilities Committee:	10/13/20
Governing Body (request to publish):	10/14/20
Finance Committee:	10/19/20
Governing Body (public hearing):	11/10/20

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 UTILITES COMMITTEE MEETING OF 10/13/2020

ISSUE NO. 9B

Consideration of Bill No. 2020-__: An Ordinance Amending Section 2-4.6 SFCC1987 to Allow the City Manager to Enter Agreements Accepting Funds that Are Offered to the City Without Time to Place the Agreements on the Next Scheduled Governing Body Meeting, with Ratification by the Governing Body at the next Scheduled Meeting for which the Deadline to Include the Matter on an Agenda Has not yet Passed; and Amending Section 11-4 to Allow the City Manager to Approve Grant Applications, Grant Awards, Grant Match Requirements, and Grant Agreements in any AMount if the Deadline to Approve Such Documents Occurs Before the Deadline to Include the Application or Award on the Agenda for the Governing Body's Next Regularly Scheduled Meeting, with Ratification by the Governing Body at the Next Scheduled Meeting for Which an Agenda Has not yet Been Posted. (Councilors Rivera and Cassutt-Sanchez)

COMMITTEE REVIEW:
Public Works and Utilities Committee: 10/13/20
Governing Body (request to publish): 10/14/20
Finance Committee: 10/19/20
Governing Body (public hearing): 11/10/20

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 10/14/2020 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	Excused		
COUNCILOR VIGIL COPPLER	X		

City of Santa Fe New Mexico
Memorandum

Date: October 1, 2020

To: Public Works and Utilities Committee, Finance Committee, and Governing Body

Via: Erin K McSherry, City Attorney EM

From: Marcos Martinez, Senior Assistant City Attorney MM

RE: Bll No. 2020-__: City Manager Grant Authority

ITEM AND ISSUE:

This Bill proposes to grant the City Manager the authority to enter agreements seeking or accepting funds offered to the city, of any amount, when the deadline to seek or accept the funds occurs before the deadline to include the agreement on the agenda for the Governing Body's next regularly scheduled meeting.

BACKGROUND AND SUMMARY:

Under the current City Code, the City Manager can only enter into grant agreements up to sixty thousand dollars ($60,000). Although this is convenient for small grant applications and awards, the City receives other funding opportunities, often with short deadlines that require special or emergency meetings of the Governing Body to apply or accept the awards.

With this Bill, the City Manager will be able to apply or accept money on behalf of the City if there is insufficient time to bring the grant to the next regularly scheduled meeting. The agreements the City Manager approves under this change shall be subject to ratification by the GB ody at the next scheduled meeting for which an agenda has not yet been posted.

The Bill amends both Section 2-4.6 which relates to the powers and duties of the City Manager as well as 11-4 which relates to budget adjustments. Both Sections need to be amended to allow the City Manager to enter the grant agreements.

ACTION REQUESTED:

Approve the Bill as presented.

ATTACHMENTS:

Bill
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2020-34

INTRODUCED BY:

Councilor Chris Rivera

Councilor Jamie Cassutt-Sanchez

AN ORDINANCE

AMENDING SECTION 2-4.6 SFCC 1987 TO ALLOW THE CITY MANAGER TO ENTER AGREEMENTS ACCEPTING FUNDS THAT ARE OFFERED TO THE CITY WITHOUT TIME TO PLACE THE AGREEMENTS ON THE NEXT SCHEDULED GOVERNING BODY MEETING, WITH RATIFICATION BY THE GOVERNING BODY AT THE NEXT SCHEDULED MEETING FOR WHICH THE DEADLINE TO INCLUDE THE MATTER ON AN AGENDA HAS NOT YET PASSED; AND AMENDING SECTION 11-4 TO ALLOW THE CITY MANAGER TO APPROVE GRANT APPLICATIONS, GRANT AWARDS, GRANT MATCH REQUIREMENTS, AND GRANT AGREEMENTS IN ANY AMOUNT IF THE DEADLINE TO APPROVE SUCH DOCUMENTS OCCURS BEFORE THE DEADLINE TO INCLUDE THE APPLICATION OR AWARD ON THE AGENDA FOR THE GOVERNING BODY'S NEXT REGULARLY SCHEDULED MEETING, WITH RATIFICATION BY THE GOVERNING BODY AT THE NEXT SCHEDULED MEETING FOR WHICH AN AGENDA HAS NOT YET BEEN POSTED.

underscored material = new [~~bracketed material~~] = delete

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Section 2-4.6 of SFCC 1987 (being Ord. No. 1954-3, § 3, as amended) is amended to read:

2-4 CITY MANAGER

2-4.6 Powers and duties of the city manager.

The city manager shall:

A. Be the chief administrator officer of the city, and be the contracting officer of the city, with the approval of the governing body. The city manager shall enter into or terminate the following types of contracts or agreements only with the express approval of the governing body. This does not change the city manager's authority already established in the city's procurement code.

(1) Memoranda of understanding (MOUs) with governmental entities, joint powers agreements (JPAs), or any other agreement or contract with a value that exceeds the authority given to the city manager under the city's procurement code. For the purposes of this provision governmental entity includes but is not limited to; counties, states, federal agencies, housing authorities, tribes or intergovernmental agencies;

(2) Agreements on land use issued that modify the terms of land use approvals made by the governing body or any other public decision-making body to whom the governing body has delegated some of its zoning and land use authority, or agreements on land use issues that deviate from the ordinances contained in Chapter 14 SFCC 1987 or any plans or agreements that have been approved under those ordinances except as may be authorized in Chapter 14 or by such agreement.

B. Have the authority to enter agreements seeking or accepting funds of any amount, when the deadline to seek or accept the funds occurs before the deadline to include

the agreement on the agenda for the governing body's next regularly scheduled meeting. Such agreements shall be subject to ratification by the governing body at the next scheduled meeting for which an agenda has not yet been posted.

[~~B~~]C. Employ and discharge all municipal employees in accordance with the city's personnel rules and regulations, collective bargaining agreements and other applicable policies and ordinances;

[~~C~~]D. Coordinate and supervise the activities and operations of the various departments established by the governing body within the city government, and efficiently manage the administrative affairs of the city;

[~~D~~]E. Carry out, expeditiously and efficiently, the programs and policies adopted by the governing body and cause to be enforced all ordinances and regulations adopted by the governing body;

[~~E~~]F. Attend all meetings of the governing body and of committees thereof, or send a delegate, and the city manager or delegate shall participate in the discussion of all matters pertaining to the administration of city affairs coming before the governing body or such committees, but the city manager or delegate shall not have the right to vote;

[~~F~~]G. Be responsible for the preparation of the annual budget;

[~~G~~]H. Keep the governing body informed of the financial condition and of the needs of the city and render reports with respect thereto and with respect to all other city affairs at such times and in such forms as may, from time to time, be prescribed by the governing body, accompanied by such recommendations as the city manager may deem advisable;

[~~H~~]I. Formulate and recommend to the mayor and city council the adoption of such measures as the city manager may, from time to time, deem necessary or advisable for the health, safety and welfare of the city and its inhabitants, or for the improvement of administrative or departmental functions and services;

[~~I~~]J. Make recommendations with respect to the purchase in behalf of the city departments of materials, supplies and equipment and supervise the making of such purchases when and in the manner authorized by the governing body;

[~~J~~]K. Ensure that the city's collective bargaining management team and the governing body hold a meeting in executive session for the purpose of broadly discussing issues of collective bargaining previous to the annual collective bargaining negotiations between the city and its bargaining units so as to empower the management team with the authority to negotiate in good faith; and

[~~K~~]L. May appoint a deputy city manager within sixty (60) days of being appointed city manager. Prior to the appointment of a deputy city manager, the city manager shall present a job description to the governing body for review and approval. The powers and duties designated to the deputy city manager shall not exceed the powers and duties of the city manager.

[~~L~~]M. Report to the governing body every six months regarding the organization of the city's departments and divisions.

Section 2. Section 11-4 of SFCC 1987 (being Code 1953, Sec. 2-66, as amended) is amended to read:

11-4 BUDGET ADJUSTMENTS.

When budget adjustments are needed during the fiscal year, the following procedures shall apply:

A. The finance director has the authority to approve budget increases or decreases in revenue or transfers-in or in expenditures, expenses or transfers-out, that reflect increases or decreases in the budget up to and including five thousand dollars ($5,000.00).

B. The city manager has the authority to approve budget increases or decreases in revenue or transfers-in or in expenditures, expenses or transfers-out, that reflect increases

or decreases in the budget up to and including sixty thousand dollars ($60,000.00).

C. The governing body shall approve budget increases or decreases in revenue or transfers-in or in expenditures, expenses or transfers-out, that reflect increases or decreases in the budget that are over sixty thousand dollars ($60,000.00).

D. Budget adjustments approved by the finance director, city manager, and the governing body shall be included by fund in a quarterly budget resolution approved by the governing body.

E. Budget adjustment requests will conform to the rules and regulations adopted by the local government division of the department of finance and administration.

F. For budgets associated with grants and grant agreements, the following shall apply:

(1) The finance director may approve grant applications, grant awards, grant match requirements, and agreements up to and including five thousand dollars ($5,000.00).

(2) The city manager may approve grant applications, grant awards, grant match requirements, and grant agreements up to and including sixty thousand dollars ($60,000.00), or in any amount if the deadline to approve grant applications, grant awards, grant match requirements, or grant agreements occurs before the deadline to include the application or award on the agenda for the governing body's next regularly scheduled meeting, in which case the application or award shall be subject to ratification by the governing body at the next scheduled meeting for which an agenda has not yet been posted.

(3) The city manager may approve budget revenue and related expenditure/expense increases exceeding sixty thousand dollars ($60,000.00) (including budget adjustments or decreases, as applicable), for grants provided that all

of the following conditions are met:

(a) The governing body has already approved the grant application including the recommended match (if applicable), unless the deadline to seek or accept the funds occurs before the deadline to include the agreement on the agenda for the governing body's next regularly scheduled meeting, in which case the agreement shall be subject to ratification by the governing body at the next scheduled meeting for which an agenda has not yet been posted; and

(b) The final grant award does not significantly differ from the grant application in the amount, match, requirements, or other requirements on the part of the city; and

(4) Any city department receiving a grant shall submit a copy of the final award agreement and documentation for the grant to the finance department for financial tracking, reporting and auditing purposes.

G. Unspent amounts from multi-year grants and capital projects that the governing body approved in the prior fiscal year may be appropriated in the following fiscal year if the department administering the grant or capital project requests, and the finance director approves, such an appropriation. The appropriation shall be the entire remaining balance and it shall be budgeted for the same purpose and project that were approved by the governing body during the prior fiscal year. The finance department shall include such amounts in a quarterly budget resolution for review and approval of the governing body.

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

FIR No. 3282

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): City Manager Grant Authority

Sponsor(s): Councilor Rivera and Cassutt-Sanchez

Reviewing Department(s): City Attorney's Office

Staff Completing FIR: Marcos Martinez Date: 9/16/20 Phone: 955-6502

Reviewed by City Attorney: _____ Date: Oct 1, 2020

Reviewed by Finance Director: _____ Date: Oct 1, 2020

Summary:
The purpose of this bill is to grant the City Manager the authority to enter agreements seeking or accepting funds offered to the city of any amount, when the deadline to seek or accept the funds occurs before the deadline to include the agreement on the agenda for the Governing Body's next regularly scheduled meeting. Such agreements shall be subject to ratification by the Governing Body at the next scheduled meeting for which an agenda has not yet been posted.

Departments Affected:
All departments.

Consequences of Not Enacting Legislation:
The City may continue to hold special or emergency meetings to meet funding deadlines or risk missing such deadlines and potentially funding opportunities.

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

Performance and Administrative Implications:
If the Governing Body adopts the Bill, the City will be able to act more expeditiously on funding applications and agreements.

Fiscal Implications:
The City will be less likely to miss grant funding deadlines.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

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

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

Expenditure Narrative:

Revenue

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

Revenue Narrative:

Signature: Marcos Martinez
Marcos Martinez (Oct 1, 2020 10:33 MDT)

Email: mdmartinez@santafenm.gov

CITY OF SANTA FE
LIQUOR LICENSE HEARING OFFICER

Recommended
Findings of Fact and Conclusions of Law

Application No.: 1159750 (NMRLD/AGD)
Name of Applicant: Arias Espinoza LLC
Doing Business As: Café Grazie
Proposed Location: 3530 Zafarano Dr. Suite C3. Santa Fe, NM 87505

THIS MATTER came before the Liquor License Hearing Officer for public hearing on November 2, 2020 at 4:00 PM by video hearing, on the application of Arias Espinoza, 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:

Restaurant liquor license (beer and wine) with on-premise consumption only.

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

FINDINGS OF FACT

1. Staff submitted a packet containing the following:
    a. July 6, 2020 letter from New Mexico Regulation and Licensing Department, Alcohol and Gaming Division (NMRLD/AGD) Hearing Officer Desirae Griego to the City of Santa Fe granting preliminary approval and forwarding the application to the City for local option district approval or disapproval and April 3, 2020 letter from ABC Director Andrew Vallejos re: COVID procedures.
    b. NMRLD/AGD Application No. 1159750
    c. November 2, 2020 memo from Ordinance Enforcement Specialist Jason Sena finding no anticipated substantial change in litter or noise as a result of the request
    d. Santa Fe Land Development Code Table of Permitted Uses and zoning district map excerpt indicating that the proposed use is permitted by zoning.
    e. Site plan
    f. Notices of Public Hearing (*Santa Fe New Mexican*, City of Santa Fe website, letter to Applicant from City Clerk)
    g. City of Santa Fe Liquor License Request Supplemental Information
2. City Clerk Yolanda Vigil presented the application.
3. Applicant was offered the opportunity to present testimony or evidence.

4. No members of the public appeared to testify.
5. Notice of the Application, including the date, time and place of the hearing, the name and address of the licensee, the action proposed to be taken by the department, the location of the licensee's premises and such other information as may be required by the department was published in the Santa Fe New Mexican, which is a newspaper of general circulation within the territorial limits of the governing body, on October 1, 2020 and October 8, 2020 and on the City's website.
6. The Application is for a transfer of ownership of an existing business in a location that previously served liquor.
7. The business is expected to be open from 11AM to 9PM and serve 40 persons per day (30 driving, 10 walking).
8. The Applicant does not expect traffic to increase.
9. There will not be any outdoor seating area.
10. The proposed location will not cause a substantial change in litter or noise.
11. The proposed location is not within an area where sale of alcoholic beverages is prohibited by the laws of New Mexico.
12. Issuance or transfer will not be in violation of a zoning or other ordinance of the governing body.
13. Issuance or transfer will not be detrimental to the public health, safety or morals of the residents of the local option district.
14. 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 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: 11/05/2020

Christopher L. Graeser

City of Santa Fe, New Mexico

memo

DATE: November 2, 2020

TO: Christopher L. Graeser, Liquor Hearing Officer

FROM: Yolanda Y. Vigil, City Clerk

ITEM & ISSUE

Request from Arias Espinoza, LLC for a Restaurant Liquor License (beer and wine), with on-premise consumption only, to be located at Café Grazie.

BACKGROUND AND SUMMARY

The applicant has requested a Restaurant Liquor License (beer and wine), with on-premise consumption only, to be located at Café Grazie, 3530 Zafarano Dr., Suite C3. Restaurant Liquor License No. 31218 is currently at this premise however, this application is necessary as ownership has transferred. This location is not within 300 feet of a church or school.

Attached is a staff report regarding litter and noise. Staff does not anticipate a substantial change in litter and noise due to the approval of this request.

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 City ordinances.

ACTION REQUESTED

Consideration of above request.

Attachments:
- Alcoholic Beverage Control Division (ABC) Application
- Notice of Public Hearing and Publications
- Website Notice of Public Hearing
- Applicant's Proof of Publication
- Staff Report - Litter and Noise

New Mexico Regulation and Licensing Department
ALCOHOLIC BEVERAGE CONTROL DIVISION
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

September 17, 2020

Certified Mail No.: 9171 9690 0935 0078 2609 52

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

RCVD - CITY CLERK
'20 SEP 21

Appl. No.:	**Application No. 1159750**
Name of Applicant:	Arias Espinoza LLC
Doing Business As:	Café Grazie
Proposed Location:	3530 Zafarano Dr. Suite C3, Santa Fe, New Mexico 87505

Greetings:

The Director of the Alcoholic Beverage Control Division has reviewed the referenced Application and granted **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 Alcoholic Beverage Control 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 ABC 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 Alcoholic Beverage Control 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 Restaurant Beer & Wine Liquor License with on Premises Consumption Only.

Patio service was NOT requested by the Applicant.

Alcoholic Beverage Control
(505) 476-4875

Within thirty (30) days after the Public Hearing, the governing body shall notify the Alcoholic Beverage Control 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 Alcoholic Beverage Control 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 Alcoholic Beverage Control Division with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,

Desirae D. Griego
Admin Law Judge | Hearing Officer
NM Regulation & Licensing Department
Alcoholic Beverage Control Division
Phone: (505) 476-4552 Fax: (505) 476-4595
Email: Desirae.Griego@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 Proposed Floor Plan

RECEIVED
FEB 18 2020
ALCOHOLIC BEVERAGE CONTROL

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

AGD USE ONLY: Payment| Application Fee $ JW Received on: 2-18-2020 Receipt No. 22671604

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

Application # 1159750 Local Option District: _____

RESTAURANT LIQUOR LICENSE APPLICATION

$200.00 Application Fee, non-refundable.

Check appropriate boxes: **Application is for:** ☒ New Restaurant Liquor License

Applicant is: ☐ Individual ☒ Limited Liability Company ☐ Corporation ☐ Partnership (General/Limited)

NAME OF APPLICANT (company or individual)	ADDRESS (including city, state, zip)	TELEPHONE NUMBER
ARIAS ESPIRITU LLC	3530 Zafarano Dr C-3 Santa Fe NM 87507	(505)471-0108

D/B/A Name to be used: Cafe Grazie **Business Phone #:** 467-8289

Email Address (required): ~~Juanraarias_44@hotmail.com~~ kike.am2603@gmail.com

Physical location where license is to be used: (Include street number / highway number / state road, city and county, state, and zip code)

3530 ZAFARANO DR STE C3
SANTA FE NM 87505

Mailing Address: Same as physical

Agent/Contact Person: RAMON ARIAS **Phone#:** ~~577-3935~~ Juan Arias 795-9475 **Email:** ~~Juanraarias_44@hotmail.com~~ Kike.am2603@gmail.com

Are alcoholic beverages currently being dispensed at the proposed location? ☒ Yes ☐ No If Yes, License # / Type: 31218

I, (print name) JUAN R ARIAS, as (title) PARTNER being first duly sworn upon oath deposes and says: that he/she is the applicant or is authorized by the applicant to make this application; that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that if any statements or representations herein are found to be false, the Director may refuse to issue or renew the license or may cause the license to be revoked at any time.

You must sign and date this form before a Notary Public.

Signature of Applicant: _____ Date: 2/18/20

NOTARY PUBLIC USE ONLY: State of New Mexico, County of Santa Fe

SUBSCRIBED AND SWORN TO before me this 18 day of February, 20 20

By: Jose Enrique Arias Martinez Notary Public: Trinidad Alderete

My Commission Expires: 2-8-21

OFFICIAL SEAL
Trinidad Alderete
NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires: 2-8-21

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: _____

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

RECEIVED
FEB 18 2020
ALCOHOLIC BEVERAGE CONTROL

PREMISES LOCATION, OWNERSHIP, AND DESCRIPTION

NMSA §60-6B-10

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

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

☐ Other (provide details): _____

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

A. Owner(s): Chamisa Development Corporation LTD

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: San Isidro Catholic Church Miles/feet: 2.4 miles

Address/location of Church: 3552 Agua Fria st Santa Fe NM, 87507

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

Name of School Monte del Sol Charter School Miles/feet 2.6 miles

Address/location of School: 4159 Walking Rain Rd, Santa Fe NM 87507

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

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

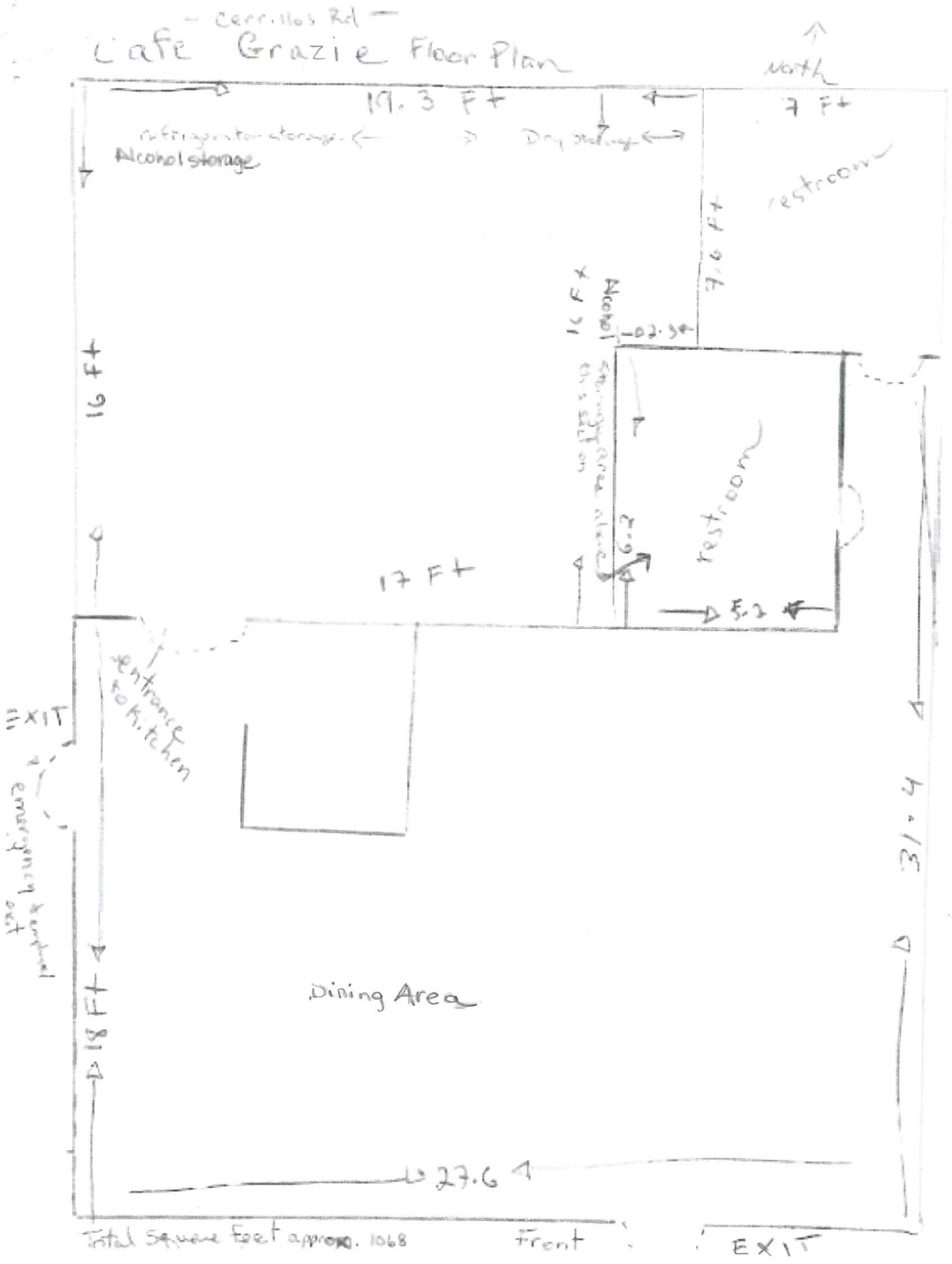
7. Attach Detailed Floor Plan, must include the Total Square Footage of premises; List nearest cross street; Show which direction is North; Show each level (floor) where alcoholic beverages will be sold or consumed, exterior walls, doors, and interior walls; Patio Area with type of barrier used; Highlight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

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

☐ Small Brewer ☐ Craft Distiller ☐ Winery ☐ Wholesaler

☐ Other (specify): _____

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



Proposed Floor Plan

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

April 3, 2020

Dear Local Governing Body,

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

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

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

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

Sincerely,

Andrew Vallejos
ABC Director

Alcoholic Beverage Control
(505) 476-4875

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, November 2, 2020.

The purpose of this hearing is to discuss a request from Arias Espinoza, LLC for a Restaurant Liquor License (Beer and Wine) with on-premise consumption only, to be located at Café Grazie, 3530 Zafarano Drive, C-3, 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 28, 2020
To Be Published: October 1, 2020 &
October 8, 2020

By _____
The Santa Fe New Mexican (Signature)

LEGAL # 87610

CITY OF SANTA FE

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/s/Yolanda Y. Vigil
City Clerk

Pub. Oct. 1, 8, 2020

LEGAL # 87610

CITY OF SANTA FE

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/s/Yolanda Y. Vigil
City Clerk

Pub. Oct. 1, 8, 2020

November 2, 2020 at 4:00 P.M. - LIQUOR HEARING OFFICER

ATTEND VIRTUALLY

https://www.youtube.com/user/cityofsantafe

Request from Arias Espinoza, LLC for a Restaurant Liquor License (Beer and Wine) with on-premise consumption only, to be located at Café Grazie, 3530 Zafarano Drive, C-3, Santa Fe.

SANTA FE NEW MEXICAN

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

Ad Proof/ Order Confirmation/ Invoice

CAFE GRAZIE
3530 ZAFARANO DR C-3
SANTA FE NM, 87507

505-471-0108

Account Number: 3612

Ad ID: 1814

Ordered By:

Ad Cost: $82.80

Tax Amount: $6.99

Total Amount: $89.79

Amount Due:

PO Number:

Sales Rep:

Order Taken by: Shaundel Moya

Payment

Product:

Placement:

Ad Size: 1.00 x 4.07"

Modular Size:

Color:

Major Class: LEGAL NOTICES

Classification: Legals

Ad Type: Legal (wrapper)

# of Words 110

Run Dates:

10/01/2020, 10/08/2020

LEGAL # 87610

CITY OF SANTA FE

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/s/Yolanda Y. Vigil
City Clerk

Pub. Oct. 1, 8, 2020

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Jamie Cassutt-Sanchez, District 4
JoAnne Vigil Coppler, District 4

DATE: November 2, 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 Arias Espinoza, LLC, for the following:

Pursuant to §60-6B-10 NMSA 1978, request from Arias Espinoza, LLC, for a Restaurant Liquor License (Beer and Wine) with on-premise consumption only, to be located at Café Grazie, 3530 Zafarano Drive, C-3.

BACKGROUND

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

CATEGORY Specific Use	RR	R-1 - R-6	R-7 - R-9	R-7 - I	RC-5, RC-8	R-10 - R-29	MHP	RAC	AC**	C-1	C-2	C-4	HZ	BCD	I-1	I-2	BIP	SC-1	SC-2	SC-3	MU ***	Use-Specific Regs 14-6.2
Bar, cocktail lounge, nightclub, no outdoor entertainment								S [3,10]	S [3]		P*			P	P	P		P*	P*	P*	P [2]	
Bar, cocktail lounge, nightclub, with outdoor entertainment								S [3,10]	S [3]		P*			P*	P*	P*		P*	P*	P*	P* [2]	
Restaurant - full service, with or without incidental alcohol service								S [3,10]	S [3]		P			P	P	P	S	P	P	P	P	
Restaurant with bar, cocktail lounge or nightclub comprising more than 25% of total serving area.								S [3,10]	S* [3]		P*			P*	P	P		P*	P*	P*	P* [2]	
Restaurant - Fast service/take-out, no drive-through/drive-up								S [3,10]		P [4]	P	P [4]		P	P	P	S	P	P	P	P	
Restaurant - with drive-through/drive-up											P*			P*	P*	P*	S	P*	P*	P*	P* [2]	

3530 Zafarano Drive
C2
ZAFARANO DR

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: Juan Ramon Arias
   D/B/A Name to be used: Café Grazie
   Physical location where license is to be used: 3530 Zafarano Dr. Suite-3
   Applicant Telephone Number: (505) 471-0108

2. Type of liquor license request

   ___ New license (indicate type _____)
   ___ Transfer of location (indicate type: _____)
   _X_ Transfer of ownership (indicate type: Beer and Wine)
   ___ 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.

   Monday - Saturday 11:00 am. - 9:00 pm

   If the hours of operation will change due to the sale of liquor, indicate the revised hours.

   _____

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

   _____

7. If the answer to question #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.
   _____

9. Estimate the number of customers per day who currently drive (or will drive) to the business versus the number who walk
   30 Number of customers who drive
   10 Number of customers who walk

10. Has liquor ever been sold at this location?
    ___Yes
    X 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
    _____

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?
    ___Yes
    X No

14. If the answer to question #13 is yes, is the outdoor area fully enclosed?
    ___Yes
    ___No

Name of person completing this form: Juan Ramon Arias Arias
Telephone number: (505) 795-9975
Date: 11/01/2020

(For City Use Only)

Based upon the information provided above, staff has the following comments:

___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: _____

Title: _____

Date: _____

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 11/04/2020
FOR CITY COUNCIL MEETING OF 11/10/2020

ISSUE:

Request for the Approval of 2021 Employee Calendar. (Bernadette Salazar, HR Director, bjsalazar@santafenm.gov 505-955-6591)

Committee Review:
Finance Committee meeting: 11/02/2020
Quality of Life Committee: 11/04/2020
Governing Body: 11/10/2020

QUALITY OF LIFE COMMITTEE ACTION: approved on consent

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Governing Body

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR RIVERA	X		
COUNCILOR GARCIA	X		
COUNCILOR CASSUTT-SANCHEZ	X		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/02/20
FOR CITY COUNCIL MEETING OF 11/10/20

f) Request for the Approval of 2021 Employee Calendar. (Bernadette Salazar, HR Director, bjsalazar@santafenm.gov 505-955-6591)

Committee	**Review:**
Finance Committee meeting:	11/02/2020
Quality of Life Committee:	11/04/2020
Governing Body: 11/10/2020	

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

MEMORANDUM

Date: October 26, 2020

To: Alan Webber, Mayor
City Council, Finance Committee, Quality of Life Committee

Via: Jarel LaPan Hill, City Manager

From: Bernadette Salazar, HR Director

Re: 2021 Holiday Calendar

Background:

In accordance with Rule 6.50, A., of the City of Santa Fe Personnel Rules and Regulations, attached is the proposed 2021 Holiday Calendar. The holidays listed below comply with the Personnel Rules as well as the current collective bargaining agreements between the City of Santa Fe, the POA, SFFA, and AFSCME. If approved, the calendar will be published for all City of Santa Fe Employees.

Holidays	Actual Date	Observed Date
New Year's Day	Friday, January 1, 2021	Friday, January 1, 2021
Martin Luther King Day	Monday, January 18, 2021	Monday, January 18, 2021
Presidents' Day	Monday, February 15, 2021	Friday, November 26, 2021
Memorial Day	Monday, May 31, 2021	Monday, May 31, 2021
Independence Day	Sunday, July 4, 2021	Monday, July 5, 2021
Labor Day	Monday, September 6, 2021	Monday, September 6, 2021
Santa Fe Fiestas (1/2 day)	Friday, September 10, 2021	Friday, September 10, 2021
Columbus Day/Indigenous Peoples Day	Monday, October 11, 2021	Monday, October 11, 2021
Armistice Day/Veterans Day	Thursday, November 11, 2021	Thursday, November 11, 2021
Thanksgiving Day	Thursday, November 25, 2021	Thursday, November 25, 2021
Christmas Day	Saturday, December 25, 2021	Friday, December 24, 2021

Action Requested:

Through this memo, I respectfully request that the 2021 Holiday Calendar be approved.

City of Santa Fe Employee Calendar 2021

JANUARY

S	M	T	W	T	F	S
					1 New Year's Day / Pay Day	2
3	4	5	6	7	8 End Pay Period	9
10	11	12	13	14	15 Pay Day	16
17	18 Martin Luther King	19	20	21	22 End Pay Period	23
24/31	25	26	27	28	29 Pay Day	30

FEBRUARY

S	M	T	W	T	F	S
	1	2	3	4	5 End Pay Period	6
7	8	9	10	11	12 Pay Day	13
14	15	16	17	18	19 End Pay Period	20
21	22	23	24	25	26 Pay Day	27
28						

MARCH

S	M	T	W	T	F	S
	1	2	3	4	5 End Pay Period	6
7	8	9	10	11	12 Pay Day	13
14	15	16	17	18	19 End Pay Period	20
21	22	23	24	25	26 Pay Day	27
28	29	30	31			

APRIL

S	M	T	W	T	F	S
				1	2 End Pay Period	3
4	5	6	7	8	9 Pay Day	10
11	12	13	14	15	16 End Pay Period	17
18	19	20	21	22	23 Pay Day	24
25	26	27	28	29	30 End Pay Period	

MAY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7 Pay Day	8
9	10	11	12	13	14 End Pay Period	15
16	17	18	19	20	21 Pay Day	22
23/30	24/31 Memorial Day	25	26	27	28 End Pay Period	29

JUNE

S	M	T	W	T	F	S
		1	2	3	4 Pay Day	5
6	7	8	9	10	11 End Pay Period	12
13	14	15	16	17	18 Pay Day	19
20	21	22	23	24	25 End Pay Period	26
27	28	29	30			

JULY

S	M	T	W	T	F	S
				1	2 Pay Day	3
4	5 Independence Day	6	7	8	9 End Pay Period	10
11	12	13	14	15	16 Pay Day	17
18	19	20	21	22	23 End Pay Period	24
25	26	27	28	29	30 Pay Day	31

AUGUST

S	M	T	W	T	F	S
1	2	3	4	5	6 End Pay Period	7
8	9	10	11	12	13 Pay Day	14
15	16	17	18	19	20 End Pay Period	21
22	23	24	25	26	27 Pay Day	28
29	30	31				

SEPTEMBER

S	M	T	W	T	F	S
			1	2	3 End Pay Period	4
5	6 Labor Day	7	8	9	Fiesta Friday 4 hours off 10 Pay Day	11
12	13	14	15	16	17 End Pay Period	18
19	20	21	22	23	24 Pay Day	25
26	27	28	29	30		

OCTOBER

S	M	T	W	T	F	S
					1 End Pay Period	2
3	4	5	6	7	8 Pay Day	9
10	11 Indigenous Day	12	13	14	15 End Pay Period	16
17	18	19	20	21	22 Pay Day	23
24/31	25	26	27	28	29 End Pay Period	30

NOVEMBER

S	M	T	W	T	F	S
	1	2	3	4	5 Pay Day	6
7	8	9	10	11 Veterans Day	12 End Pay Period	13
14	15	16	17	18	19 Pay Day	20
21	22	23	24	25 Thanksgiving Day	26 Presidents Day / End Pay Period	27
28	29	30				

DECEMBER

S	M	T	W	T	F	S
			1	2	3 Pay Day	4
5	6	7	8	9	10 End Pay Period	11
12	13	14	15	16	17 Pay Day	18
19	20	21	22	23	Christmas Day 24 End Pay Period	25
26	27	28	29	30	31	

Pay Day

Pay Period Ending

Observed Holiday

APPROVED 00/00/2020

CITY OF SANTA FE
2021 MEETING DATES

Governing Body
Time: TBD

January 13, 2021 – Wednesday
January 27, 2021 – Wednesday
February 10, 2021 – Wednesday
February 24, 2021 – Wednesday
March 10, 2021 – Wednesday
March 31, 2021 – Wednesday
April 14, 2021 – Wednesday
April 28, 2021 – Wednesday
May 12, 2021 – Wednesday
May 26, 2021 – Wednesday
June 9, 2021 – Wednesday
June 30, 2021 – Wednesday
July 14, 2021 – Wednesday
July 28, 2021 – Wednesday
August 11, 2021 – Wednesday
August 25, 2021 – Wednesday
September 8, 2021 – Wednesday
September 29, 2021 – Wednesday
October 13, 2021 – Wednesday
October 27, 2021 – Wednesday
November 10, 2021 – Wednesday
December 8, 2021 - Wednesday

PUBLIC WORKS & UTILITIES COMMITTEE
Time: 5:00 PM

January 11, 2021 – Monday
January 25, 2021 – Monday
February 8, 2021 – Monday
February 22, 2021 – Monday
March 8, 2021 – Monday
March 29, 2021 – Monday
April 12, 2021 – Monday
April 26, 2021 – Monday
May 11, 2021 – **Tuesday**
May 24, 2021 – Monday
June 7, 2021 – Monday
June 28, 2021 – Monday
July 12, 2021 – Monday
July 26, 2021 – Monday
August 9, 2021 – Monday
August 23, 2021 – Monday
September 7, 2021 – **Tuesday**
September 27, 2021 – Monday
October 12, 2021 – **Tuesday**
October 25, 2021 – Monday
November 8, 2021 – Monday
December 13, 2021 – Monday

FINANCE COMMITTEE
Time: 5:00 PM

January 4, 2021 – Monday
January 19, 2021 - **Tuesday**
February 1, 2021 – Monday
February 15, 2021 – Monday
March 1, 2021 – Monday
March 22, 2021 – Monday
April 5, 2021 – Monday
April 19, 2021 - Monday
May 3, 2021 – Monday
May 17, 2021 - Monday
June 1, 2021– Tuesday
June 21, 2021 – Monday
July 6, 2021 – Tuesday
July 19, 2021 - Monday
August 2, 2021 – Monday
August 16, 2021 – Monday
August 30, 2021 – Monday
September 20, 2021 – Monday
October 4, 2021 – Monday
October 18, 2021 – Monday
November 1, 2021 – Monday
November 29, 2021 – Monday

QUALITY OF LIFE COMMITTEE
Time: 5:00 PM

January 20, 2021 – Wednesday
February 3, 2021 – Wednesday
February 17, 2021 – Wednesday
March 3, 2021 - Wednesday
March 17, 2021 – Wednesday
April 7, 2021 - Wednesday
April 21, 2021 – Wednesday
May 5, 2021 - Wednesday
May 19, 2021 – Wednesday
June 2, 2021 - Wednesday
June 16, 2021 – Wednesday
July 7, 2021 - Wednesday
July 21, 2021 – Wednesday
August 4, 2021 - Wednesday
August 18, 2021 – Wednesday
September 1, 2021 - Wednesday
September 15, 2021 – Wednesday
October 6, 2021 - Wednesday
October 20, 2021 – Wednesday
November 3, 2021 – Wednesday
December 1, 2021 – Wednesday

PUBLIC SAFETY COMMITTEE
Time: 4:00 PM

January 19, 2021 – Tuesday
February 16, 2021 – Tuesday
March 16, 2021 – Tuesday
April 20, 2021 – Tuesday
May 18, 2021 – Tuesday
June 15, 2021 – Tuesday
July 20, 2021 – Tuesday
August 17, 2021 – Tuesday
September 21, 2021 – Tuesday
October 19, 2021 – Tuesday
November 16, 2021 – Tuesday
December 21, 2021 – Tuesday

SANTA FE METROPOLITAN POLICY ORGANIZATION TRANSPORTATION POLICY BOARD
TIME: 5:00 PM

January 2021 – **No Meeting**
February 25, 2021 – Thursday
March 25, 2021 – Thursday
April 29, 2021 – Thursday
May 27, 2021 – Thursday
June 24, 2021 – Thursday
July 2021 – **No Meeting**
August 26, 2021 – Thursday
September 30, 2021 – Thursday
October 2021 – **No Meeting**
November 18, 2021 – Thursday
December 2021 – **No Meeting**

SANTA FE SOLID WASTE MANAGEMENT AGENCY
Time: 5:00 PM

January 2021– **No Meeting**
February 18, 2021 – Thursday
March 18, 2021 – Thursday
April 15, 2021 – Thursday
May 20, 2021 – Thursday
June 17, 2021 – Thursday
July 15, 2021 – Thursday
August 19, 2021 – Thursday
September 16, 2021 – Thursday
October 21, 2020 – Thursday
November 18, 2021 – Thursday
December 2020 – **No Meeting**

BICYCLE AND TRAILS ADVISORY COMMITTEE
Time: 5:30 PM

January 14, 2021 – Thursday
February 11, 2021 – Thursday
March 11, 2021 – Thursday
April 8, 2021 – Thursday
May 13, 2021 – Thursday
June 10, 2021 – Thursday
July 8, 2021 – Thursday
August 12, 2021 – Thursday
September 9, 2021 – Thursday
October 14, 2021 – Thursday
November 2021 – **No Meeting**
December 9, 2021 – Thursday

BUCKMAN DIRECT DIVERSION BOARD
Time: 4:00 PM

January 7, 2021 – Thursday
February 4, 2021 – Thursday
March 4, 2021 – Thursday
April 1, 2021 – Thursday
May 6, 2021 – Thursday
June 3, 2021 – Thursday
July 1, 2021 – Thursday
August 5, 2021 – Thursday
September 2, 2021 – Thursday
October 7, 2021 – Thursday
November 4, 2021 – Thursday
December 2, 2021 – Thursday

2021 Meeting Calendar

JANUARY

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24/31	25	26	27	28	29	30

FEBRUARY

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

MARCH

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

APRIL

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

MAY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23/30	24/31	25	26	27	28	29

JUNE

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

JULY

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

AUGUST

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SEPTEMBER

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

OCTOBER

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24/31	25	26	27	28	29	30

NOVEMBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

DECEMBER

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Governing Body | Finance | Public Works | Quality of Life | Public Safety | BDDB | SFSWMA | SFMPO-TPB | BTAC

APPROVED 00/00/2020

City of Santa Fe, New Mexico

memo

DATE: October 9, 2020

TO: Governing Body

FROM: _____
Regina A. Wheeler, Public Works Department Director

RECOMMENDED ACTION: APPROVAL OF AMENDMENT #1 TO PROFESSIONAL SERVICE AGREEMENT FOR ON CALL DESIGN SERVICES WITH WILSON AND COMPANY TO INCREASE THE NOT TO EXCEED AMOUNT BY $500,000 EXCLUSIVE OF NEW MEXICO GROSS RECEIPTS TAX (NMGRT).

BACKGROUND/SUMMARY:
The Public Works Department requests an amendment to Wilson & Company's on-call professional design services contract to provide technical expertise on project development, design, traffic engineering and emergency repairs of City roadways, arroyos, open space, and parks. The amendment increases the not to exceed amount by $500,000. The Southside Teen Center Project encumbered $431,965 of the original not to exceed amount leaving a remaining balance of $6,119.

Wilson & Company has particular skills that are critical to Public Works' ability to respond to demands for infrastructure repair, renovation, design and construction. Also, Wilson has the expertise, licensing and capacity to perform traffic engineering that was being performed by former Public Works Engineering Director John Romero whose last day as a City employee was October 2, 2020. This position is in the process of being posted and a national search will be completed to recruit highly qualified professional engineer candidates.

A request for proposals was advertised on May 13, 2019 for '19/41/P On Call Professional Design Services. Wilson & Company was selected through this process and a contract approved by Governing Body.

Since this is an on-call contract, funds for services will be identified as needed for each individual use and corresponding Purchase Order. Execution of this agreement amendment does not constitute a promise to purchase any amount of said work.

Item#_____
Munis Contract#3200837

CITY OF SANTA FE
AMENDMENT No. 1 TO
THE PROFESSIONAL SERVICES AGREEMENT
ITEM#19-0748

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated September 20, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Wilson & Company (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide on call design for improvement projects under the purview of the PW Dept, Engineering Div..

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

1. COMPENSATION.

Article 1, paragraph A of the Agreement is amended to increase the amount of compensation by a total of $500,000.00 (excluding NMGRT) So that Article 2, paragraph A reads in it's entirely as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed in the sum not to exceed one million dollars and no cents ($1,000,000.00), excluding of applicable gross receipts taxes in the total term of this agreement. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling ($84,375) shall be paid by the City to the Contractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($1,084,375.00). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation

when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
WILSON & COMPANY

_____
NAME: Mario Juarez-Infante PE

Mario Juarez-Infante
TITLE: Vice President

DATE: 10/21/2020
CRS# 02-357658-008
Registration # 19-00123166

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Oct 15, 2020 15:39 MDT)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

_____
Org. Name/Org.#

2020 10 15 Amendment#1 Wilson & Co

Final Audit Report 2020-10-15

Created:	2020-10-15
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4Hj9RAUOip-xOYvLDfZrEcmwgagYePry

"2020 10 15 Amendment#1 Wilson & Co" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-10-15 - 9:31:38 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-10-15 - 9:31:55 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-10-15 - 9:39:38 PM GMT- IP address: 174.56.49.116

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-10-15 - 9:39:53 PM GMT - Time Source: server- IP address: 174.56.49.116

Agreement completed.
2020-10-15 - 9:39:53 PM GMT

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Wilson & Compnay

Procurement Title: Amendment #1 - On-Call Professional Design Services

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☐

Exempt ☐ Request For Proposal (RFP) ☐ Invitation To Bid (ITB) ☐ Contract under 60K ☐ Contract over 60K ☑

Department Requesting Public Works Staff Name Amanda Archuleta

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:

Amanda Archuleta - Contracts Administrator - 10/15/2020

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

Frank Dunaway (Oct 28, 2020 16:51 MDT)

Purchasing Officer (attesting that all information is reviewed) Title Date

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

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3200837**

Contractor: **Wilson & Company**

Description: **On-Call Professional Design Services - Improvement Projects - Increase compensation of original contract,**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **10/01/2019** Term End Date: **09/11/2023**

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # **1** to the Original Contract / Lease # **19-0784**

Increase/(Decrease) Amount $ **542,187.59**

Extend Termination Date to: **N/A**

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
Due to the South-side Teen Center Project it would leave a balance of $6,119 in which is not enough for additional projects to come. Increase contract amount in order to provide technical expertise on project development, design, traffic engineering and emergency repairs for the city.

3. **Procurement History:** _____

Fran Dunaway (Oct 28, 2020 16:51 MDT) Oct 28, 2020

Purchasing Officer Review: Date:

Comment & Exceptions: _____

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

Alexis Lotero (Oct 28, 2020 13:57 MDT) Oct 28, 2020

Budget Officer Approval: Date:

Comment & Exceptions: _____

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

Email: **ajarchuleta@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: WILSON & COMPANY INC
ENGINEERS & ARCHITECTS
DBA: WILSON & COMPANY INC
ENGINEERS

Business Location: SF COUNTY
SANTA FE, NM 87501

CRS Number: 02357658008

Owner: STEVEN WATT

License Number: 222663

License Type: Business License - Renewable

Issued Date: April 06, 2020

Classification: Out of Jurisdiction Business License

Expiration Date: December 31, 2020

Fees Paid: $10.00

WILSON & COMPANY INC ENGINEERS & ARCHITEC
P.O. BOX 94000
ALBUQUERQUE, NM 87199

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

CERTIFICATE OF LIABILITY INSURANCE

6/1/2021

DATE (MM/DD/YYYY) 5/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
INSURED 1048828 WILSON & CO., INC. ENGINEERS & ARCHITECTS 4401 MASTHEAD STREET NE, SUITE 150 ALBUQUERQUE NM 87109	INSURER A : Berkshire Hathaway Specialty Insurance Company — 22276 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES 2 **CERTIFICATE NUMBER:** 15155622 **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	
	COMMERCIAL GENERAL LIABILITY			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ XXXXXXX
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ XXXXXXX
	☐ OTHER:							$
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
	☐ ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$
	☐ UMBRELLA LIAB ☐ OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			NOT APPLICABLE			☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$ XXXXXXX
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A	PROFESSIONAL LIABILITY	N	N	47EPP30530103	6/1/2020	6/1/2021	$1,000,000 EACH CLAIM & ANNUAL AGGREGATE FOR ALL PROJECTS.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFP#18/17/P. AGUA FRIA/SOUTH MEADOWS INTERSECTION IMPROVEMENT PROJECT.

CERTIFICATE HOLDER

15155622

CITY OF SANTA FE
ATTN: PURCHASING OFFICE
2651 SIRINGO ROAD, BLDG. H
SANTA FE NM 87505

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

Laura Arnelle

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CERTIFICATE OF LIABILITY INSURANCE

6/1/2021

DATE (MM/DD/YYYY): 5/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER: Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED: 4011 WILSON & CO., INC. ENGINEERS & ARCHITECTS 4401 MASTHEAD STREET NE, SUITE 150 ALBUQUERQUE NM 87109	INSURER A : Liberty Insurance Corporation — NAIC # 42404 INSURER B : The First Liberty Insurance Corporation — NAIC # 33588 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES 2 **CERTIFICATE NUMBER:** 15155516 **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 [X] LOC OTHER:	N	N	TB7-Z91-467382-020	6/1/2020	6/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	N	N	AS7-Z91-467382-010	6/1/2020	6/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE $	$ XXXXXXX $ XXXXXXX $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WC6-Z91-467382-030	6/1/2020	6/1/2021	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RFP#18/17/P. AGUA FRIA/SOUTH MEADOWS INTERSECTION IMPROVEMENT PROJECT.

CERTIFICATE HOLDER

15155516

CITY OF SANTA FE
ATTN: PURCHASING OFFICE
2651 SIRINGO ROAD, BLDG. H
SANTA FE NM 87505

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

Laura M Arnelle

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ITEM # 19-0748

CITY OF SANTA FE
PROFESSIONAL SERVICES CONTRACT

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

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall provide on-call task order Design Professional Services for the City in accordance with attached Request for Proposals (Exhibit A) and Unit Rate Schedules (Exhibit B) by Wilson & Company, Inc., and as stipulated herein, including, but not limited to surveying, design, approvals, permitting, bidding and construction administration of City of Santa Fe improvement projects under the purview of the Public Works Department, Engineering Division.

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed in the sum not to exceed five hundred thousand dollars and no cents ($500,000.00), excluding of applicable gross receipts taxes in the total term of this agreement. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling ($42,187.50) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($542,187.50). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

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

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

3. Term.

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

4. Termination.

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

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

5. **Appropriations.**

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

6. **Status of Contractor.**

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

7. **Assignment.**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. **Subcontracting.**

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

9. **Release.**

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

10. **Confidentiality.**

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

11. **Product of Service -- Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this

Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

13. Amendment.

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

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

14. Merger.

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

15. Penalties for violation of law.

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

penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

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

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

20. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
b. Property damage or combined single limit coverage: $1,000,000.
c. Automobile liability (including non-owned automobile coverage): $1,000,000.
d. Umbrella: $1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

21. Records and Financial Audit.

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

22. Indemnification.

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

23. New Mexico Tort Claims Act

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

24. Invalid Term or Condition.

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

25. Enforcement of Agreement.

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

26. Notices.

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

To the City:
City of Santa Fe
Public Works Department –Engineering Division
PO Box 909
Santa Fe NM 87504-0909

To the Contractor:
Wilson & Company
PO Box 94000
Albuquerque, NM 87199-4000
www.wilsonco.com , tyler.ashton@wilsonco.com

27. Authority.

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

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

CITY OF SANTA FE:

ALAN M. WEBBER, MAYOR

DATE: 9/18/19

CONTRACTOR:

Vice President
Name and Title

DATE: 9.20.19

CRS# 02-357658-008

Registration # 19-00123166

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK
CC mtg · 9-11-19

APPROVED AS TO FORM:

7/8/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

Mary McCoy
MARY T. MCCOY, FINANCE DIRECTOR

Vanes
Org Number / Line Item

EXHIBIT A
SCOPE OF SERVICES

BACKGROUND AND SUMMARY

The City of Santa Fe's Public Works Department/Engineering Division requires an on call professional design services for addressing unanticipated project development needs for transportation, infrastructure, stormwater facilities, and river and watershed drainage improvement projects. Such needs may include, but are not be limited to, engineering analysis and design for location study activities; preparation of preliminary and final plans, specifications, estimates and bid documents for construction; and construction engineering and management services for a variety of new construction, reconstruction or rehabilitation projects.

Project improvements may require roadway, traffic, structural, geotechnical and drainage engineering analysis and design including related environmental, surveying, right-of-way, and subsurface utility engineering and landscape design efforts. Tasks may include the following:

1. Roadway Design
    - Horizontal/Vertical Alignment
    - Grading Plans & Earthwork Computations
    - Typical Sections & Cross Sections
    - Pavement Design
    - ADA Improvements
    - Traffic Calming Improvements
2. Traffic Analysis and Design
    - Traffic Studies (i.e. roadway/intersection capacity analysis, warrant studies, gap analysis, speed studies, traffic counts, accident studies, etc.).
    - Geometric Improvements
    - Permanent Signing & Striping Plans
    - Roadway Lighting & Signalization Plans
    - Signal Synchronization, Interconnect & Timing Plans
    - Traffic Control Plans
3. Structural/Geotechnical Analysis and Design
    - Geotechnical Investigations
    - Bridge, Foundation and Retaining Wall Analysis & Design
4. Drainage Analysis and Design
    - Hydraulic/Hydrological/Scour Analysis
    - Floodplain Management Evaluation (in accordance w/FEMA requirements)
    - Section 401/404 & NOI Applications/Permits
    - Erosion & Sediment Control Plans
    - Water Quality Investigation and Analysis
    - Storm Drainage & Erosion Control Improvements (i.e. culverts, drop inlets, manholes, flow control structures, grade control structures, etc.)

The Consultant shall be required to provide on call design services for any number of the activities listed under Scope of Work upon the request of the City. Once a need is identified, the City will issue a written project assignment to the Consultant detailing the services required. Upon receiving the City's request for services, the Consultant shall promptly provide the City with an estimated man-hour summary (or work-hour schedule), cost summary, and project schedule required to complete the assignment or task. Work-hour schedules *may* be compiled on a City of Santa Fe Work–Hour Schedule Form (see Exhibit A as an example) while cost summaries *shall* be compiled on a City of Santa Fe Cost Summary Form attached as Exhibit B. Project schedules, negotiated price, and completion dates shall be determined on a project by project basis and dependent upon the urgency of that task. The Consultant may be required to do some of the work in phases.

NOTE: At the City's discretion, multiple professional services agreements (i.e. contracts) may be awarded for the on call professional design services described herein.

BASIC FIRM QUALIFICATIONS

Consultants must clearly demonstrate they currently have the requisite staff and necessary engineering expertise for this project. As required, or in the interest of best practices, contracting of sub-consultants by the Prime Design Professional shall include, but is not limited to, the following professionals and services:

a. Professional Engineers
b. Landscape Architects
c. Architects
d. Professional Surveyors
e. Environmental Specialists
f. Geotechnical Services
g. Archeological Services
h. Materials and Systems Testing Services
i. Hazardous Materials Testing and Abatement Services
j. Specialty Design Services (irrigation)

The Design Professional shall not subcontract any portion of services to be performed under the Professional Services Agreement without the prior written approval from the City.

The City fully anticipates the Consultant immediately begins work on project tasks with the notice to proceed and expediently complete the design work within an approved schedule. Consultants need to demonstrate environmental sensitivity in design, knowledge of city, state, and federal environmental clearance requirements and ability to work with the public in project development.

Consultants will need to complete design requirements in accordance with applicable municipal, state and federal codes, laws and standards, including but not limited to those

of the following: City of Santa Fe, New Mexico Department of Transportation (NMDOT) Design Manual, Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), the Manual on Uniform Traffic Control Devices (MUTCD) and American with Disabilities Act Accessibility Guidelines (ADAAG).

Proposals should address the Consultant's strategy and key staff to complete project assignments and their approach to coordinate the efforts of any sub-consultants on their team.

Quality Control

Consultants must provide detailed internal quality control procedures for verification of plans, quantities and cost estimates. The City will not provide an extensive review of plans, however, if the City must do so, it will back charge consultants its actual costs. Errors and omissions will be the responsibility of the consultant. Consultants will not be liable for errors or omissions in owner furnished data.

Timely Performance

The City expects the consultant to adhere to the negotiated schedule and perform in a timely manner. The consultant is expected to submit deliverables on or ahead of schedule. The City reserves the right to assess liquidated damages stipulated in the professional services agreement for consultant's failure to meet specific, contracted, milestone dates. Milestone dates may include, but are not limited to, submission of Alignment Study, submission of Preliminary Design Report and Plans, submission of Right-of-Way Plans (if required), and submission of Bid Package including Construction Plans, Specifications and Estimates.

SCOPE OF WORK

The basic tasks the consultant may be expected to accomplish for project assignments are listed as follows:

PHASE I – LOCATION STUDY

1. Alignment Study
2. Environmental Investigations and Documentation
3. Property Ownership, Location Survey & Mapping
4. Coordination
5. Public Involvement

PHASE II – PRELIMINARY DESIGN

1. Subsurface Utility Engineering
2. Drainage Analysis
3. Geotechnical Investigations
4. Preliminary Design Plans
5. Coordination
6. Public Involvement

PHASE III – FINAL DESIGN

1. Right-of-Way Design
2. Final Design
3. Coordination
4. Public Involvement
5. Construction Bid Documents

PHASE IV – CONSTRUCTION SERVICES

1. Construction Engineering and Management

PHASE I – LOCATION STUDY

1. Alignment Study

The City may require the Consultant to conduct alignment studies in accordance with the NMDOT Location Study Procedures (i.e. Phase IA, IB). The scope shall be defined and negotiated on a project-by-project basis. This work involves the development and preparation of an Alignment Study Report which may include, but is not limited to, a traffic analysis (intersection capacity analysis, queuing analysis and signal timing recommendations) for existing and design year conditions; evaluation of right-of-way and needs; drainage system evaluation and improvement recommendations; and bridge evaluation and recommendations. The traffic analysis portion of the alignment study shall be conducted in accordance with the latest traffic engineering guidelines and software. When required, Two (2) copies of the Alignment Study Report shall be submitted to the City.

The primary purpose of the Alignment Study is to provide recommendations for improvements to the existing facilities and/or construction of new facilities including:

- Need for turning lanes.
- Need for improvements to vertical and horizontal alignment.
- Need for street lighting, signal hardware improvements, and signal interconnect.
- Evaluation of existing right-of-way and preliminary right-of-way requirements.
- Drainage investigations, analysis and recommendations for improvements.
- Bridge structure recommendations and evaluation of structure types.

2. Environmental Investigations and Documentation

The Consultant shall determine the environmental level of effort required for a project assignment and prepare environmental clearance documents (i.e. checklist, CE, EA, EIS, etc.), if necessary (see "NOTE" below). Prepare required environmental, cultural and/or biological reports as appropriate for a project assignment including permit application submittals (i.e. NPDES, 401, 404, etc.) Reports must be prepared by qualified environmental and natural resource personnel (archeologists, biologists, etc.). The Consultant will select logical termini for addressing environmental concerns on a sufficiently broad scope. All environmental, cultural, or biological reports shall be prepared in accordance with applicable guidelines and regulations. The following outlines tasks that may be required for project assignments:

- Review the most recent list of federal endangered and threatened species in Santa Fe County to determine the potential presence of any listed species in the project vicinity, as required under the Endangered Species Act.
- Conduct a biological survey and prepare a biological memorandum.
- Conduct a cultural resources survey and prepare a cultural resources report.
- Coordinate cultural resource findings with the Archaeological Review Committee.
- Coordinate with the State Historic Preservation Officer, City Historic Preservation personnel and Native American Tribes, as necessary.
- Conduct jurisdictional wetland determination and delineation, and if necessary, provide a report for regulatory agency review and approval.
- Coordinate with the US Army Corps of Engineers and New Mexico *Environment Department.*
- Complete a US Army Corps of Engineers Nationwide Permit Application form.
- Submit the biological and cultural resources technical reports to the City of Santa Fe for review and incorporate any requested revisions. Submit the appropriate number of final documents and attachments to the City of Santa Fe.
- Public involvement, including meetings and preparation of comment forms.
- Noise and air technical analyses.
- Impacts to prime or unique farmlands or farmland of statewide or local importance.
- Biological or hazardous materials issues.

All reports submitted to the City are subject to City approval before investigations are accepted as complete. Based on engineering, cost, environmental and right-of-way impacts, the Consultant shall; determine, recommend, and obtain the City's concurrence on the preferred alternative to be used for final design.

NOTE: National Environmental Protection Act (NEPA) requirements will be determined by the Consultant in coordination with the City on a project-by-project basis.

3. Property Ownership, Location Survey & Mapping

Research and investigate adjacent property ownership within areas of new construction by use of county and/or city records. The Consultant shall provide a location survey to include location of fences, structures, and above ground utilities (i.e. manholes, pull boxes, etc.) that could conflict with proposed improvements should be identified. Use of City GIS orthophotography in conjunction with the location survey is acceptable. All surveying shall be performed under the direct supervision of a New Mexico Registered Professional Land Surveyor and conform with the Minimum Standards for Surveying in New Mexico adopted by the New Mexico Board of Registration for Professional Engineers and Surveyors.

The Consultant, having obtained all the necessary records and field data, will show all pertinent survey data and information (i.e. existing right-of-way limits, property lines, monuments, structures, etc.) and tie to existing or set monuments on or near the project area. Survey information shall be prepared at the same scale as the planimetric plan and profile sheets and shown on these sheets.

4. Coordination

The Consultant will be responsible for all coordination necessary to accomplish the work required by the contract. This responsibility shall include coordination with the public, all property owners and federal (ex. FHWA, US Fish & Wildlife), state (ex. NMDOT, NMED, SHPO), city (all departments/divisions/committees as required), county, schools (ex. NM School for the Deaf) and other agencies having jurisdiction, management responsibilities, sensitive resource responsibilities, permit authority or interest in the project (ex. Santa Fe Railyard Community Corp., Trust for Public Land, SHPO, NMED, Acequia Madre Ditch Association). This will include obtaining approvals and/or concurrence on all work that is to be completed by the Consultant including work completed by sub-contractors working under this contract.

This responsibility shall also include obtaining all formal and informal approvals. For any required formal (written) approvals, the Consultant will provide the City with all required data and draft/final draft letters of transmittal. In the event the Consultant is not successful in obtaining formal or informal approvals, the Consultant shall promptly notify the City in writing, and the City will assist in resolving the matter.

The appropriate agencies, the public and other interested groups will be contacted to insure that the community and governmental concerns are identified and considered for inclusion in the study and design development of the project. The Consultant shall be responsible for all coordination that is required to provide a satisfactory public involvement plan and environmental document, as necessary.

In addition to the above, the Consultant shall be responsible for:

- Scheduling all design reviews
- Writing design review reports
- Writing design team meeting reports (minutes)
- Distributing all reports, plans and documents
- Performing property owner interviews and documenting the interviews
- Providing monthly progress reports for design, utilities, environmental, right-of-way, and construction
- Providing periodic progress presentations to the City and local elected officials (i.e. Public Works Director, Engineering Division Director, City Council, City Committees, MPO, RPA, *etc.)*

5. Public Involvement

The Consultant shall be responsible for the implementation and cost of all public meeting (or public hearing) coordination including advertisement of the meetings, arrangement and cost for required recording equipment; news media coordination; providing and arranging for the meeting facilities; responding to agency and public comments; preparation of handouts, exhibits and displays; coordination of meetings; preparation of reports of all meetings and contacts; preparation of transcripts and summaries of public meetings; and any coordination with the general public, property owners, or agency involvement that may be required before or after the public meetings.

Property owner contacts shall be conducted in the field by arranging to meet with owners at their respective parcels. An overview of the project will be discussed and include preliminary access, drainage, fencing or other issues as applicable. Also, the specifics on how the property owner's access, fencing, gates, drainage, etc., will be affected by the project are to be discussed.

If applicable, the Consultant shall be responsible for following City development code, Chapter 14-3.1(f), Early Neighborhood Notification (ENN) Procedures (i.e. notice of public meetings).

PHASE II – PRELIMINARY DESIGN

1. Subsurface Utility Engineering

The Subsurface Utility Engineering (SUE) process is to identify the type, size and the ownership of existing underground and overhead utilities and establish their exact/precise location within the proposed project limits of City proposed construction projects. Such SUE effort may include all necessary records research, field investigations (designation), pot-holing (locating), surveying and mapping, design analysis and recommendations relative to impacts on existing and/or proposed utility systems on City projects. Pot-holing (locating) is only anticipated if substructure construction/excavation is required. After identifying

utility locations the Consultant shall map utility locations onto plan and profile sheets and aerial photographs. Subsurface Utility Engineering services shall be provided by qualified, experienced SUE consultants.

2. Drainage Analysis

The Consultant will be required to evaluate the necessary level effort for floodplain evaluation and drainage engineering analysis and design needed considering the scope of the project assignment. This may include, but is not limited to evaluation of flows, FEMA/FIRM base flood elevations and floodplain management related issues (i.e. CLOMR/LOMR, etc.), recommendations for erosion/scour protection, and recommendations for the replacement of existing affected drainage structures or addition of new structures in the immediate area.

The drainage report will require a detailed study of the project area and recommendations are to be developed with alternate proposals to correct any problems. The Consultant shall submit two (2) "Draft" Drainage Reports for review and comment by City staff. Upon addressing comments from City staff, the consultant shall furnish the City two (2) bound hard copies and a digital version including all data files of the final Drainage Reports.

Prior to performing a drainage study, the Consultant shall meet with the City's Project Manager to discuss the analysis of existing and proposed drainage structures. The Drainage Report shall include:

- Floodplain Management Related Issues (i.e. floodway development, no rise, CLOMR/LOMR, other)
- Discussion of soil types
- Vegetation and land use distribution
- Curve number or rational formula "C" calculations
- *Time of concentration calculations*
- Drainage area topographic map with existing structures inventory
- Drainage areas
- Design discharges and corresponding physical properties. Design discharge frequency calculated shall be determined based on the overall project needs to provide flood protection, erosion protection, stormwater quality enhancement and meet all floodplain management criteria.
- Summary of the drainage field inspection results including City personnel (public and other local agencies) interviews and drainage structure field inspection forms
- CME's required to construct and maintain the structures
- Summary table of existing and recommended drainage structure sizes and types, and identification of sources used in the analysis
- Preliminary erosion protection and energy dissipaters design and preliminary details

For urban projects, the preliminary hydraulics shall be computed based on existing information to provide scope of drainage work and cost estimate that will be the basis for the Final Drainage Report. The Drainage Report shall include preliminary design and locations of drop inlets, trunk lines, other preliminary drainage data, and dimensions of CME's and ponds needed.

Floodplain issues shall be addressed completely to assure the project is in compliance with all applicable federal, state and City of Santa Fe regulations.

A detailed hydraulic analysis such as: backwater profiles, flow velocities, scour calculations, and other hydraulic design data are required for major structures and design of permanent erosion protection.

In preparing the Drainage Report, the Consultant shall perform, on all major structures or channels, a hydraulic analysis using the appropriate (HEC-2, HECRAS, SWMM or WSPRO) computer model to develop water surface profiles for the existing conditions and for the proposed conditions. An approved Drainage Report shall be prepared for the selected alternative which shall incorporate all pertinent design data into a concise document including: drainage map(s); floodplain maps & profiles, inventory of existing drainage structures; detailed structure recommendations including drainage areas, design discharges, head water depths; and a Water Surface Profile Structure Layout Sheet for any major structures. If a retention pond is needed, the Consultant shall prepare and submit a Notice of Intent (NOI) groundwater application, as may be required. If Section 401 and 404 applications are required, the Consultant shall prepare and submit the necessary applications with the approval of the City. This work shall not be done prior to the completion and approval of the environmental documentation, as applicable.

For urban projects, include in the Drainage Report the storm drain design data at each drop inlet and manhole such as design discharges, carry over discharges, intercept discharges, and other hydraulics data. The construction plans shall include storm drain system data such as hydraulic grade line for 100-year discharge, invert elevations, slopes, velocities, and discharges.

If the disturbed area is greater than one acre, the Consultant shall prepare a storm water pollution prevention plan (SWPPP) and submit a Notice of Intent (NOI) to the Environmental Protection Agency on behalf of the City. The Consultant shall also prepare temporary erosion and sediment control plans (TESCP). Additional information regarding the SWPPP and TESCP may be available from the NMDOT Drainage Section.

If the project is located in a designated flood hazard area, the consultant shall determine if and prepare all applications for permits required on the project. The consultant shall prepare any submittals needed for Letters of Map Change that may be required based upon the final design and/ or construction as appropriate.

The Consultant shall use the NMDOT "Drainage Design Manual – July 2018", and "National Pollutant Discharge Elimination System Handbook", current edition, and all relative FEMA documents for methodologies and references needed in preparation of the Drainage Report.

3. Geotechnical Investigations

A. Geotechnical Services - General

The Consultant may be required to provide geotechnical recommendations and a Geotechnical Report. The Geotechnical Report will be submitted as part of the Preliminary Design of the selected alignment.

The City may elect that the Consultant provide geotechnical services as defined below:

Geotechnical Investigation and Laboratory Testing

Geologic/geotechnical exploration shall follow the procedures, requirements and guidelines as outlined in the latest edition of the NMDOT Materials Geotechnical Manual. The Geotechnical Report shall present data collected during the geotechnical investigation. Information shall include at least the following:

- Project location map
- Description of the project scope
- Presentation of the field investigations
- Descriptions of the earth materials encountered during the field investigation
- Laboratory test results including consolidation, tri-axial testing of undisturbed samples if clay soils are encountered, direct shear tests, rock core point load and unconfined compression tests (rock cores)
- For bridge elements, one soil boring and/or rock core shall be completed at each abutment and each pier element. At the abutments the borings should be taken to a depth of 80 feet. At the piers, the borings should be taken to a depth of 100 feet. Lesser depths of exploration will be acceptable with the presence of bedrock or very dense soil strata.
- For drainage structures, the need for borings will be determined on a site by site basis.
- Geophysical test results
- Plan and profile sheets with test holes or pits shown in plan and profile views

Geotechnical Design Recommendations

Final design recommendations shall address some or all of the following:

- Stabilization/densification of unsuitable embankment or native soils
- Slope stability/steepened slope design
- Mitigation of settlements

- Rock excavation and blasting requirements
- Maximum cut slope angles in soil and rock
- Suitability of foundation soils or rock to support an embankment or structure
- Shrink and swell factors of earthwork
- Groundwater affecting the project/need for cut-off trenches
- Special treatments, i.e. use of geotextiles, soil nails, pressure grouting, etc.

Geotechnical Report
The Geotechnical Report shall document the results of the geotechnical activities. The geologic and geotechnical study of the final alignment within the corridor shall make final geotechnical design recommendations to provide for a stable roadway prism including final pavement design. An electronic copy of this report shall be submitted to the City in conjunction with the Preliminary Design Plans.

B. Geotechnical Services – Structures & Foundations
The Consultant may be required to provide geotechnical recommendations related to any structures and submit a Foundation Report. The Foundation Report, to include detailed recommendations for structures and retaining walls, shall be prepared for the selected structure alternatives.

The City may elect that the Consultant provide geotechnical services as defined below.

Retaining Walls
Retaining walls shall be designed based on AASHTO and/or FHWA DEMO 82 Reinforced Soil Structures design guidelines. Bearing capacity, settlement, and global stability analysis shall be performed at all retaining walls to insure serviceability of the walls. Requirements for stabilization of unsuitable subsoils will be specified where required to meet serviceability requirements. Mechanically Stabilized Earth (MSE) walls will utilize NMDOT's approved MSE wall manufacturers.

Bridge Foundation Analysis
Perform geotechnical analysis of foundations to determine type, size and depths of foundations recommended. Load capacity analysis for vertical loads including immediate and long-term settlement analysis will be required. Lateral load analysis will be required to develop equivalent points of fixity, substructure stiffness and design forces of substructure elements. Suitable design methods are covered in the Manual or as recommended by the State Geotechnical Engineer. Provide a written report, showing completed soil boring lab test results, engineering analysis, foundation recommendations and required foundation depths.

Approach Embankment Analysis
Approach embankments shall be analyzed for long-term settlement potential, including settlements due to low in-situ density, hydro-collapsible soils.

Requirements for stabilization of unsuitable subsoils will be specified where required to meet serviceability requirements. Approach embankments shall be specified for 100% standard Proctor density as required by City standard details with approach slabs bearing on AASHTO A-1-a material.

Foundation Report
The Foundation Report shall document the results of the field exploration and laboratory testing, bridge foundation recommendations and analysis and retaining wall recommendations and analysis. All work shall be completed according to the standards set forth in the most recent edition of the NMDOT Materials Geotechnical Manual. The Foundation Report may be included as a part of the Geotechnical Report.

4. Preliminary Design Plans

The Consultant may be required to provide or conduct the following:

Preliminary Design Plans
Provide preliminary design plans (30% completion plans) for the project which may include: traffic signal & lighting and intersection design details, geometrics, traffic control plan, plan and profile sheets showing recommended horizontal and vertical alignment, typical sections, culvert sections, intersection layouts, drainage requirements, slope limits, right-of-way requirements, utility relocation/adjustment requirements, preliminary earthwork analysis, structure requirements such as bridges, retaining walls, and major drainage structures and a preliminary construction cost estimate by construction type. Project plans shall be prepared to the City's standards for general content and format. Plans shall be prepared for the alignment and typical sections, as approved by the City.
Project plans shall be prepared to the NMDOT's Standards for general content and format.

30% Completion Design Review
Schedule and conduct the 30% completion design review. The review shall include the preparation of the 30% completion review report. Project plan shall be prepared to the City's standards for general content and format, in CAD version compatible with or full convertible to the City's current AutoCAD software version. The Consultant shall submit and distribute (1) full sized bound plan set printed to scale and (1) PDF set. Additional sets may be requested by the City. All information must be completely legible on the plan sets provided.

5. Coordination

The Consultant will be responsible for all coordination necessary to accomplish the work required by the contract. This responsibility shall include coordination with the public, all property owners and federal (ex. FHWA, US Fish & Wildlife), state (ex. NMDOT, NMED, SHPO), city (all departments/divisions/committees as required), county, schools (ex. NM School for the Deaf) and other agencies having

jurisdiction, management responsibilities, sensitive resource responsibilities, permit authority or interest in the project (ex. Santa Fe Railyard Community Corp., Trust for Public Land, SHPO, NMED, Acequia Madre Ditch Association). This will include obtaining approvals and/or concurrence on all work that is to be completed by the Consultant including work completed by sub-contractors working under this contract.

This responsibility shall also include obtaining all formal and informal approvals. For any required formal (written) approvals, the Consultant will provide the City with all required data and draft/final draft letters of transmittal. In the event the Consultant is not successful in obtaining formal or informal approvals, the Consultant shall promptly notify the City in writing, and the City will assist in resolving the matter.

The appropriate agencies, the public and other interested groups will be contacted to insure that the community and governmental concerns are identified and considered for inclusion in the study and design development of the project. The Consultant shall be responsible for all coordination that is required to provide a satisfactory public involvement plan and environmental document, as necessary.

In addition to the above, the Consultant shall be responsible for:

- Scheduling all design reviews
- Writing design review reports
- Writing design team meeting reports (minutes)
- Distributing all reports, plans and documents
- Performing property owner interviews and documenting the interviews
- Providing monthly progress reports for design, utilities, environmental, right-of-way, and construction
- Providing periodic progress presentations to the City and local elected officials (i.e. Public Works Director, Engineering Division Director, City Council, City Committees, MPO, RPA, etc.)

6. Public Involvement

The Consultant shall be responsible for the implementation and cost of all public meeting (or public hearing) coordination including advertisement of the meetings, arrangement and cost for required recording equipment; news media coordination; providing and arranging for the meeting facilities; responding to agency and public comments; preparation of handouts, exhibits and displays; coordination of meetings; preparation of reports of all meetings and contacts; preparation of transcripts and summaries of public meetings; and any coordination with the general public, property owners, or agency involvement that may be required before or after the public meetings.

Property owner contacts shall be conducted in the field by arranging to meet with owners at their respective parcels. An overview of the project will be discussed

and include preliminary access, drainage, fencing or other issues as applicable. Also, the specifics on how the property owner's access, fencing, gates, drainage, etc., will be affected by the project are to be discussed.

If applicable, the Consultant shall be responsible for following City development code, Chapter 14-3.1(f), Early Neighborhood Notification (ENN) Procedures (i.e. notice of public meetings).

PHASE III - FINAL DESIGN

1. Right-of-Way Design

The City may require right-of-way design services. If required, a portion or all of the services listed below will be negotiated. When right-of-way design services are necessary, the Consultant will provide right-of-way surveying, mapping, title reports, appraisal, negotiationand monumentation.

Right-of-Way Surveying

The development of the right-of-way surveying work shall be closely coordinated with the City staff.

All right-of-way surveying shall be performed by a Professional Surveyor licensed in New Mexico and ultimately should conform with Rule(s) 500.6 and 500.7 of the Minimum Standards for Surveying in New Mexico adopted by the New Mexico Board of Registration for Professional Engineers and Surveyors. Right-of-way surveying, mapping, monumentation should also conform with the latest NMDOT Right-of-Way Surveying, Mapping, and Monumentation Procedures/Policies and subsequent guidelines, standards, revisions and amendments.

Prior to commencing right-of-way surveying the Consultant shall meet with the City to review and concur on the scope of right-of-way surveying, mapping and monumentation required based on the 30% completion plans, report and the preliminary property ownership layout maps. Right-of-way surveying, mapping, and monumentation will be performed only in areas where new right-of-way is required. The Consultant shall then submit the work-hour and fee proposal for the right-of-way surveying, right-of-way mapping and monumentation requirements to the City.

Upon receiving approval on the scope of right-of-way surveying work to be performed and after completing the necessary right-of-way and property boundary research, the Consultant shall proceed with the right-of-way field survey and locating existing right-of-way limits and intersecting property lines impacted by proposed fee take parcels and construction maintenance easements. Also, locate all fences, structures, septic tanks, billboard signs and other improvements which may be affected by proposed right-of-way widening, appraisals, acquisitions, etc. Some of these features may have been obtained during the location survey phase of the project but they may need to be appropriately tied to the right-of-way surveys and maps. Also, provide sufficient survey information on ties to existing or set monuments on the project.

The Consultant, having obtained all the necessary field data, will prepare the right-of-way survey maps and will show all pertinent survey data, existing right-of-way limits, intersecting property lines, accepted and rejected monuments, encroachments, buildings, billboard signs or structures within fifty feet of the right-

of-way, etc., annotation and notes upon which future right-of-way acquisition boundaries will be electronically overlaid and computed.

Right-of-Way Mapping
The Consultant shall meet with the City to review the completed right-of-way survey map. Key topics of review and discussion at this session will be confined to the methodology utilized in the determination of existing right-of-way limits, intersecting property lines, encroachments, hiatus, prescriptive rights, accepted/rejected monuments etc. This meeting should be scheduled prior to beginning the preparation of right-of-way maps.

The Consultant will prepare the preliminary right-of-way maps for presentation and review at the 60% completion design review. Immediately following the review and, prior to the 90% completion design review, the Consultant shall submit three (3) final Right-of-Way Map print sets of the final Right-of-Way Map with one copy of all documents including legal descriptions and title reports to the City for first review. Ownership shall be shown on the right-of-way maps exactly as listed in the title reports. These final Right-of-Way Maps shall locate all parcel takes and construction maintenance easements. Temporary construction permit locations shall also be shown on the map if they are located in areas for which mapping has been developed. All temporary construction permits shall, however, be listed on the parcel block sheet of the final Right-of-Way Maps as well as shown on the plan and profile sheets. The City will not provide an extensive detail check of any of the final maps and plans. Therefore, any errors and/or omissions in the final Right-of-Way Maps, legal descriptions, and subsequent monumentation mapping and staking will be the full responsibility of the Consultant. Acceptance of the final Right-of-Way Map or other work products developed under the contract and termination of the contract when work is completed will not remove the responsibility of the Consultant as outlined above.

The second review prior to the 90% completion design review is primarily for the purpose of assuring that the red-lined markups of the first review set have been made and to assure that items of concern resulting from the first review are adequately addressed and communicated to the Consultant. If alignments or other major changes occur to the right-of-way maps presented for the first review, the City shall be notified and may result in additional time necessary for reviews by the City.

Title Reports
All title services work shall be performed in accordance with Executive Order No. 89-15, dated March 30, 1989 and the policies and procedures as contained in the NMDOT Right-of-Way Handbook Volume II, utilizing the forms and/or formats set out therein.

Note: For work-hour estimates assume 10 title reports will be required, each a 33 year abstract.

Takes and Construction Maintenance Easements (CME's)
The Consultant shall provide the following:

- A thirty-three (33) year certified title search on every parcel affected in the right-of-way acquisition.
- A Chain of Title (Index) reflecting all transactions affecting said parcel shall be provided.
- Copies of all pertinent documents described in Chain of Title (Index).
- A five year tax search (or computer print out) reflecting the current assessed owner, address, description of property and the amount of taxes for the current assessed year reflecting whether paid or unpaid.
- Caption sheet or title sheet showing current owner and address of record, description of property being abstracted.
- Work map and index identifying each parcel abstracted.
- Information on any mortgages, liens, or judgments that have been released of record does not have to be shown on said search. For any probates or district court proceedings only pertinent proceedings need be shown, not the complete case file.

Temporary Construction Permits (TCP's)
The Consultant shall provide the following:

- Provide current ownership.
- Title sheet showing current owner, address of record, description of property, document creating ownership and certificate.

General
The Consultant shall:

- Execute and submit with each title report the "Certificate of Title" form and hold the title reports in confidence and reveal the title reports or opinions only to the City unless otherwise directed in writing by the City.
- Deliver title reports to the City "satisfactorily completed" in a timely manner. Delivery of such shall be defined as (1) actual transfer of possession in the form approved by the City incorporating all required corrections and clarifications, and (2) written acceptance by the City of the Consultant's work.
- The City's acceptance or rejection of the Consultant's work product shall be given in writing. The City shall return deficient or inadequate title reports within 30 calendar days of receipt.
- The dates for the submission of title reports shall be determined at the initial meeting between the City and Consultant.
- All documents must be letter size, except for surveys and/or maps, which may be folded. All title reports must be bound securely (abstract form). All title reports submitted must be prepared by a licensed and bonded Title Company.
- Promptly correct all deficiencies and return the title reports for further review within (30) calendar days from date of return.
- Be fully responsible for the accuracy of all work.

The City shall:

- Shall return to the Consultant, within thirty (30) calendar days of receipt, individual title reports found to be deficient or inadequate with the reviewer's comments, if applicable.
- May hold a review of the title work for the purpose of further discussion of the type of title work required.
- Shall make available to the Consultant, City records as may be available and pertinent for the purpose of the work herein described.
- May schedule and hold a review with the Consultant and representatives of the City involved in the project as necessary.

Monumentation

Upon assignment of a final map date by the City, the Consultant shall prepare the preliminary monumentation mapping, field staking of right-of-way limits as defined by the final Right-of-Way Maps and Right-of-Way Certification and recordation of the final Right-of-Way Monumentation Map(s) will be required. The final monumentation maps shall meet the NMDOT's Monumentation Mapping guidelines/policies and current pertinent provisions of the Minimum Standards for Surveying in New Mexico.

2. Final Design

The Consultant may be required to provide or conduct the following:

60% & 95% Completion Design Plans

Provide 60% & 95% design plans for the project which may include, but are not limited to, roadway typical sections and pavement design, quantity summary and schedules, plan and profile sheets showing horizontal and vertical alignment, lane configuration and intersection geometrics, permanent signing and striping plans, traffic signal and lighting plans, structure sections, roadway turnouts, slope limits, proposed right-of-way limits, storm drain system identification, drainage requirements, TESCM plan, traffic control plan and sequence of construction, utility relocation/adjustment requirements, earthwork analysis, structure details for bridges, retaining walls, and major drainage structures (and aesthetic details if necessary) and a construction cost estimate by construction type. Identification of areas requiring work permits, temporary construction permits and construction maintenance easements may also be required. Project plans shall be prepared to the NMDOT's standards for general content and format.

60% & 95% Completion Design Review

Schedule and conduct the 60% & 95% completion design review with appropriate City staff. The Consultant shall prepare the 60% & 95% completion review reports (or meeting minutes).

Project plans shall be prepared to the City's standards for general content and format, in CAD version compatible with or full convertible to the City's current AutoCAD software version. The Consultant shall submit and distribute (1) full

sized bound plan set printed to scale and (1) PDF set. Additional sets may be requested by the City. All information must be completely legible on the plan sets provided.

The Consultant shall provide final design plans, which may include, but are not limited to, the following:

1. General Sheets
    - Title Sheet
    - Vicinity Map
    - Project Layout Sheet
    - Index of Sheets
    - Summary of Quantities
    - General Notes and Incidental Items
    - Environmental Concerns and Mitigation Measures

2. Miscellaneous Sheets
    - Typical Sections
    - Miscellaneous Details
    - Surfacing Schedule
    - Structure Quantities
    - Miscellaneous Quantities
    - Curb and Gutter Layouts
    - Metal Barrier Layouts
    - Erosion and Sediment Control
    - Seeding and Landscaping
    - Grading
    - Visual/Aesthetic Details

3. Plan and Profiles Sheets
    - Mainline
    - Cross Roads

4. Turnout Profiles

5. Bridge/Retaining Wall/Noise Wall Plans

6. Traffic Control Plans
    - Notes
    - Sequence of Construction
    - Sign Face Details
    - Traffic Control Plans

7. Signal Plans
    - Signal Warrant Analysis for at-grade intersections
    - Signal Design Plans

- Interconnect Plans

8. Lighting Plans
    - Lighting Analysis
    - Lighting Plan

9. Permanent Signing and Striping Plans
    - Plans
    - Overhead Signs
    - Sign Face Details

10. Drainage Plans
    - Plan and Profile
    - Structure Sections
    -

11. *Earthwork Cross-Sections*

12. Performance Specifications
    - Small projects not requiring full plans

3. Coordination

The Consultant will be responsible for all coordination necessary to accomplish the work required by the contract. This responsibility shall include coordination with the public, all property owners and federal (ex. FHWA, US Fish & Wildlife), state (ex. NMDOT, NMED, SHPO), city (all departments/divisions/committees as required), county, schools (ex. NM School for the Deaf) and other agencies having *jurisdiction, management responsibilities, sensitive resource responsibilities,* permit authority or interest in the project (ex. Santa Fe Railyard Community Corp., Trust for Public Land, SHPO, NMED, Acequia Madre Ditch Association). This will include obtaining approvals and/or concurrence on all work that is to be completed by the Consultant including work completed by sub-contractors working under this contract.

This responsibility shall also include obtaining all formal and informal approvals. For any required formal (written) approvals, the Consultant will provide the City with all required data and draft/final draft letters of transmittal. In the event the Consultant is not successful in obtaining formal or informal approvals, the *Consultant shall promptly notify the City in writing, and the City will assist in* resolving the matter.

The appropriate agencies, the public and other interested groups will be contacted to insure that the community and governmental concerns are identified and considered for inclusion in the study and design development of the project. The Consultant shall be responsible for all coordination that is required to provide a satisfactory public involvement plan and environmental document, as necessary.

In addition to the above, the Consultant shall be responsible for:

- Scheduling all design reviews
- Writing design review reports
- Writing design team meeting reports (minutes)
- Distributing all reports, plans and documents
- Performing property owner interviews and documenting the interviews
- Providing monthly progress reports for design, utilities, environmental, right-of-way, and construction
- Providing periodic progress presentations to the City and local elected officials (i.e. Public Works Director, Engineering Division Director, City Council, City Committees, MPO, RPA, etc.)

4. Public Involvement

The Consultant shall be responsible for the implementation and cost of all public meeting (or public hearing) coordination including advertisement of the meetings, arrangement and cost for required recording equipment; news media coordination; providing and arranging for the meeting facilities; responding to agency and public comments; preparation of handouts, exhibits and displays; coordination of meetings; preparation of reports of all meetings and contacts; preparation of transcripts and summaries of public meetings; and any coordination with the general public, property owners, or agency involvement that may be required before or after the public meetings.

Property owner contacts shall be conducted in the field by arranging to meet with owners at their respective parcels. An overview of the project will be discussed and include preliminary access, drainage, fencing or other issues as applicable. Also, the specifics on how the property owner's access, fencing, gates, drainage, etc., will be affected by the project are to be discussed.

If applicable, the Consultant shall be responsible for following City development code, Chapter 14-3.1(f), Early Neighborhood Notification (ENN) Procedures (i.e. notice of public meetings).

5. Construction Bid Documents

The Consultant shall submit the completed final design plans, specifications and estimates and all related documents to the City of Santa Fe. The final design package may include the following:

i. Two (2) full-size copies of final design plans (36"x 24"); signed by the City's Public Works Director, Engineering Division Director, ADA Coordinator and Historic Preservation Division Director
ii. ONE (1) half-size copies of final design plans (12"x18" or 11"x17");
iii. One (1) electronic copy of the final design plans.
iv. One (1) paper and electronic copy of the final cost estimate.

v. One (1) electronic copy and one (1) bound final sets of complete bidding documents, including wage rates and signed advertisements
vi. Review of contractor submitted "As-Built plans", preparation and submittal of "As-Built" drawings" two (2) 36" x 24" paper copy and on CD in AutoCAD format (version 2013 or more current).

PHASE IV – CONSTRUCTION SERVICES

1. Construction Engineering and Management

The City may require Construction Engineering and Management Services during construction. If required, a portion or all of the services listed below will be negotiated.

The construction phase will commence with the award of the construction contract and continues until the one-year warranty inspection and report is submitted by the Consultant and approved by the City. The Consultant shall be the representative of the City during the construction phase and shall advise and consult with the City Project Manager regarding construction activities for the duration of the construction phase. Construction phase services will include the resolution of problems encountered during construction. Any additional design services not caused by errors and/or omissions, and requested by the City will be authorized by an amendment to the agreement. Any amendments to the agreement shall establish the additional work requirements, amend the contract as required and adjust the time schedules.
The Consultant shall fully execute and participate in the following tasks to implement the construction of the Project in conformance with the plans and specifications:

1. Preconstruction meeting with the Construction Contractor, Owner, Utilities;
2. Daily construction observation, oversight, inspection and daily diary entry;
3. Construction management basic services including:
    - Construction Engineering Technical Support;
    - Review of Construction Contractor material submittals or shop drawings;
    - General project review and response to Construction Contractor's requests for information and clarification;
    - Change order review and preparation;
    - Claims review, documentation, and correspondence;
    - Provide As-Constructed Quantities;
    - Receive, review and approve progress payments (to be forwarded to the City);
    - Preparation and authorization of field inspections and punch lists; and
    - One-year warranty inspection and report

B. Wilson & Company Unit Rate Schedule

2018-2019

EXHIBIT B

		Proposed Rate Schedule	
Employee/Class/Activity Type, Code & Name		Reg. Rate	O/T Rate
A1	INTERN ARCHITECT/JOB CPTN(UNLIC)	76.00	76.00
A2	INTERN ARCHITECT/JOB CPTN(UNLIC)	81.00	81.00
A3	INTERN ARCHITECT/JOB CPTN(UNLIC)	105.00	105.00
A4	ARCHITECT/(LICENSED)	121.00	121.00
A5	ARCHITECT (LICENSED)	142.00	142.00
A6	ARCHITECT (LICENSED)	162.00	162.00
A7	ARCHITECT (LICENSED)	160.00	160.00
AD1	RECEPTIONIST/FILECLERK/MAINT I	49.00	73.50
AD2	ADMIN ASST II/ RECEPT/MAINT II	51.00	76.50
AD3	ADMIN ASST III/ RECEPT/MAINTIII	71.00	106.50
AD4	ADMIN ASST IV/EXEC ASST IV	82.00	123.00
AD5	SR ADMIN V/EXEX ASST V/ ADM MGR	92.00	138.00
FC1	CONSTRUCTION OBSERVER	54.00	81.00
FC2	CONSTRUCTION OBSERVER	64.00	96.00
FC3	CONSTRUCTION OBSERVER	74.00	111.00
FC4	CONSTRUCTION OBSERVER	92.00	138.00
FC5	CONSTRUCTION OBSERVER	115.00	172.50
FC6	CONSTRUCTION OBSERVER	123.00	123.00
FC7	CONSTRUCTION OBSERVER	138.00	138.00
FS1	CHAINMAN	48.00	72.00
FS2	RODMAN	58.00	87.00
FS3	INSTRUMENTMAN	68.00	102.00
FS4	PARTY CHIEF	78.00	117.00
FS5	CHIEF SURVEYOR, FIELD SUPERVISOR	108.00	108.00
FS6	DEPARTMENT HEAD	138.00	138.00
FS7	SR DEPARTMENT MANAGER	178.00	178.00
IA1	INTERN	38.00	57.00
IA2	COLLEGE STUDENT	52.00	78.00
IA3	GRAD STUDENT/COLLEGE GRAD	58.00	87.00
MK3	MRK CORD III/GRAPIC ART III	88.00	88.00
MK4	MRK MGR IV/ GRAPHDESIGN IV/ JR BD	108.00	108.00
OD1	APPRENTICE DRAFTER	52.00	78.00
OD2	DRAFTER, TRACER, PLOTTER OPERAT	60.00	90.00
OD3	DRAFTER, DETAILER	76.00	114.00
OD4	SR DRAFT, DETAIL, CAD OPERATOR	96.00	144.00
OD5	SR DRAFT, DETAIL, SQUAD LEADER	98.00	147.00
OD6	CHIEF DRAFTER	104.00	156.00
OP1	APPRENTICE STEREO OPERATOR	48.00	72.00
OP2	STEREO OPERATOR	56.00	67.00
OP3	STEREO OPERATOR	68.00	102.00
OP4	SR STEREO OPER, SQUAD LEADER	78.00	117.00
OP5	PHOTOGRAMMETRIST, SUPERVISOR	98.00	98.00
OP6	CHIEF PHOTOGRAM, DEPARTMENT HEAD	128.00	128.00
OP7	CHIEF PHOTOGRAM	158.00	158.00
P1	GRAD ENG/ARCH IN RES (UNLIC)	88.00	88.00
P2	GRAD ENG/ARCH IN RES (UNLIC)	98.00	98.00
P3	STAFF DETAIL DESIGNER (UNLIC)	114.00	114.00
P4	STAFF DETAIL DESIGNER (LICENSED)	136.00	136.00
P5	PROJECT DESIGNER (LICENSED)	172.00	172.00
P6	PROJECT DESIGNER (LICENSED)	216.00	212.00
P7	DEPT HEAD, PRINCIPALS, (LIC)	285.00	285.00
P8	PRINCIPALS (LICENSED)	285.00	285.00
PD1	DETAIL DESIGNER (UNLICENSED)	68.00	102.00
PD2	SR DETAIL DESIGNER (UNLICENSED)	79.00	118.50
PD3	SENIOR DESIGNER II	106.00	159.00
PD4	SENIOR DESIGNER III	118.00	118.00
SP1	RE SPEC/PLNNR/SR ROW/PM/OTHR	92.00	92.00
SP3	SR RE SPEC/PLNNR/SR ROW/PM/OTHR	112.00	112.00
SP4	SR RE SPEC/PLNNR/SR ROW/PM/OTHR	142.00	142.00
SP6	SR RE SPEC/PLNNR/SR ROW/PM/OTHR	252.00	252.00

Sub-consultant Unit Rate is available in the last section , G. Any Additional Pertinent Information.

WILSON &COMPANY

G. Any Additional Pertinent Information

Additional sub-consultant unit rates are provided in the next several pages.

Classification	Proposed Rate
Surroundings	
Principal in Charge	$165
Project Landscape Architect	$120
Project Manager/Designer	$100
CAD/Graphics	$85
Project Assistant/Admin	$70
Western Technologies	
Principal Engineer	$145
Project Engineer	$125
Staff Engineer	$85
Field Engineer/Geologist	$75
Engineering Technician	$58
Keers	
Project Manager Project Leader	Keers is familar with the City of Santa Fe projects and the unit rate is based on the total square foot of the building including floors, basement or tunnel/crawl space.
Santa Fe Vacuum Excavation	
Project Manager	$150

Tierra Right of Way
A LAND SERVICES COMPANY

2019-2020 Billing Rates by Division

The following rates are effective through 12-31-2020.

Division: Right of Way

Classification:	**NM**
Principal-	$ 178.00
VP-Division Director	$ 160.00
Right of Way Division Manager-	$ 130.00
Project Manager-	$ 120.00
Senior Right of Way Agent-	$ 100.00
Right of Way Field Agent-	$ 90.00
Right of Way Technician-	$ 78.00
Title Examiner-	$ 98.00
Permit Specialist-	$ 95.00
Clerical-	$ 55.00
Editor-	$ 75.00

Division: GIS/Mapping

Classification:	**NM**
Project Manager-	$ 93.00
GIS Specialist II-	$ 83.00
GIS Specialist I-	$ 63.00

Expenses: All Divisions

Classification:	**NM**
Mapping-	
8.5"x11"	$ 0.77
11"x17"	$ 1.52
Line-plain (per foot)	$ 2.62
Line-glossy (per foot)	$ 3.52
Graphic-plain (per foot)	$ 4.25
Graphic-glossy (per foot)	$ 8.25
Travel-	
Mileage-Standard vehicle	IRS***
Mileage-4WD (per mile)	$ 0.75
Lodging-	GSA^
Meals	GSA^
Per Diem	GSA^
Airfare	Actual*
Ferry	N/A
Equipment-	
Trimble GPS (day)	$ 103.00

WILSON &COMPANY

Trimble GPS (week)	$ 403.00
Epoch 50 RTK Rover (day)	$ 103.00
Epoch 50 RTK Rover (week)	$ 403.00
Fees-Subconsultants-	
Copies	Actual*
Permit fees	Actual*
Filing fees	Actual*
Sub-consultants	Cost**
Taxes	Actual*

* Actual denotes actual cost will be billed.
** Cost denotes Cost plus 10% markup
*** *IRS denotes the allowed deduction rate as determined by the* IRS for the date the expense was incurred.
^ denotes GSA Schedule rate for area and time period the expense was incurred.
N/A denotes Not Available.

WESTERN TECHNOLOGIES INC.

2019 FEE SCHEDULE

GEOTECHNICAL ENGINEERING SERVICES

PERSONNEL

Principal Engineer, P.E.	$145.00/hr.
Project Engineer	$125/hr.
Staff Engineer, E.I.T.	$85.00/hr.
Field Engineer/Geologist	$75.00/hr.
Engineering Technician	$58.00/hr.
Overtime	1.5 Times Hourly Rate
Mileage	0.55/mile
Per Diem	$145.00/man/day

GEOTECHNICAL LABORATORY TESTING
(Applicable ASTM Procedure-Unless Otherwise Noted)

Classification (Visual/Manual Procedure)	$10.00/ea.
Grain Size Analysis	$65.00/ea.
Atterberg Limits, Plasticity	$75.00/ea.
-#200 Wash	$35.00/ea.
Moisture Content	$15.00/ea.
Dry Density Determination	$15.00/ea.
Consolidation, Initial Setup	$100.00/ea.
Additional load increments or saturation	$55.00/ea.
ASTM Expansion Index	$200.00/ea.
Swell-Compression	$75.00/load
Hydrometer Analysis (includes mechanical sieve)	$175.00/ea.
Maximum Density-Optimum Moisture Relations (ASTM:D1557 & 698)	$165.00/ea.
R-Value	$250.00/ea.
Specific Gravity	$75.00/ea.
Soluble Sulfates & Chlorides	$60.00/ea.
pH	$20.00/ea.
Resistivity	$125.00/ea.
Sample Preparation	$55.00/hr.
Direct Shear	$175/each
Unconfined Compression, soil	$25.00/each

Western Technologies Inc.
The Quality People
Since 1955

WILSON &COMPANY

DRILLING/EXPLORATION SERVICES *

Geotechnical Exploration*	
CME 75, 7" (Hollow Stem Auger Drilling to 50 feet maximum)	$8.50/foot
CME 75 7" (Hollow Stem Auger Drilling 50 feet to 150 Feet)	$18.00/Ft
Mob/Demob	$4.50/mile
Hand Auger Drilling Crew and Equipment	$185.00/hr.
Job Preparation	$80.00/hr.
Support Vehicle (4-Wheel Drive)	$90.00/day
Standby/Steam Cleaning	$100.00/hr.
Crew Travel Without Rig	$115.00/hr.

* Drilling fee estimates can be provided on a per-foot basis given a specific site location and scope of work.

Western Technologies Inc.
The Quality People
Since 1955

WILSON &COMPANY

City of Santa Fe, New Mexico

memo

DATE: July 10, 2019

TO: Public Works Committee/Finance Committee/City Council

VIA: _____
Regina A. Wheeler, Public Works Department Director
John J. Romero, Engineering Division Director JR

FROM: Melissa A. McDonald, RLA, and River & Watershed Coordinator MM

ITEM/ISSUE: RECOMMENDATION OF APPROVAL OF A PROFESSIONAL SERVICE AGREEMENT FOR ON CALL DESIGN SERVICES IN AN AMOUNT NOT TO EXCEED $500,000 PER VENDOR EXCLUSIVE OF NEW MEXICO GROSS RECEIPTS TAX (NMGRT).

BACKGROUND/SUMMARY:
The City of Santa Fe Engineering Division of the Public Works Department requests approval of on call professional design services contracts to address small project development and emergency repair needs for a variety of City roadways, arroyos, open space, and parks improvements, renovations, and repairs.

A request for proposals was advertised on May 13, 2019 for '19/41/P On Call Professional Design Services. Ten proposals were received on June 10, 2019 with two bidders qualifying for for partial local preference as per SFCC 11-13-E City Procurement Code. The proposals were evaluated for completeness and alignment with the requests of the RFP, and upon review six firms were selected. Given the diversity of potential project needs, these six companies were deemed a good fit with required skills to complete projects for the City. All of these vendors are recommended to allow the city to have flexibility with projects for which they have proven extensive experience.

We have utilized on call design contracts over the past 10 years for various public works projects and repairs that have involved improvements such as roadway design, traffic circles, trail, sidewalk, curb, gutter, ADA curb ramp, and arroyo and drainage system improvements. Individual expenditures using these contracts ranged from $1,000 to $200,000. This has been an effective way to address smaller projects and emergency needs for the City, but our current contract has expired. Availability of funds for these services will be identified and budgeted, as needed, for each individual Capital Improvement Project. Execution of these agreements does not constitute a promise to purchase any amount of said work. Total compensation under the contracts will not exceed the cap amount of $500,000 per vendor

unless the Governing Body approves a cap adjustment and a contract amendment. In light of the 2018 storm events which created a need for emergency repairs, the Public Works Department's current Capital Improvement Projects (CIP) totaling $80 million, Gross Receipt Tax (GRT) projects totaling $20 million, future watershed and stormwater drainage projects estimated at $30 million, multiple contracts occurring at once, and an increased in statewide workload demand, the need to have an on call contract for design to reduce costs and protect the public from damage-related hazards is paramount.

There are proposed improvements and unanticipated repairs within the Public Works Department that could immediately benefit from the availability of this contract over the term:

• Acequia Trail (Rufina to San Felipe)	$	300,000.00
• Arroyo Chamisos improvements/repairs	$	500,000.00
• Arroyo Pinos improvements	$	50,000.00
• Arroyo San Antonio improvements	$	50,000.00
• Canada Rincon Trail	$	100,000.00
• Cerro Gordo retaining wall	$	75,000.00
• Guadalupe Bridge rehab	$	25,000.00
• Harrison Road lighting and sidewalk improvements	$	20,000.00
• Misc. arroyo repair	$	200,000.00
• Misc. culvert/conduit repair projects	$	300,000.00
• Misc. drainage channel improvements	$	200,000.00
• Misc. low-water crossings/minor bridge repair	$	300,000.00
• Misc. trail/sidewalk repair projects	$	200,000.00
• Road protection at Hillside Ave	$	60,000.00
• Road Protection/culvert repair at Richards Ave	$	150,000.00
• Road protection/culvert repair at Rincon de Torreon	$	60,000.00
• Santa Fe River / Siler Rd trash rack	$	25,000.00
• Santa Fe River and tributary repairs	$	300,000.00

RECOMMENDED ACTION:

THE PUBLIC WORKS DEPARTMENT RECOMMENDS APPROVAL OF A PROFESSIONAL SERVICE AGREEMENT FOR ON CALL PROFESSIONAL DESIGN SERVICES IN THE AMOUNT NOT TO EXCEED $500,000 PER VENDOR EXCLUSIVE OF NEW MEXICO GROSS RECEIPTS TAX (NMGRT) FOR A FOUR-YEAR TERM FOR THE FOLLOWING COMPANIES:

- BOHANNAN HUSTON INC (MUNIS #3200832)
- MILLER ENGINEERING/SOUDER, MILLER & ASSOCIATES (MUNIS #3200834)
- SANTA FE ENGINEEING, LLC (MUNIS #3200833)
- WESTON SOLUTIONS, INC (MUNIS #3200836)
- WILSON COMPANY, INC (MUNIS #3200837)
- WSP COMPANY/LOUIS BERGER GROUP, INC (MUNIS #3200838)

Attachments: PSA Agreements/Summary of Contract (6), Evaluation Committee Report

City of Santa Fe New Mexico

Memorandum

DATE: July 7, 2019

TO: Shirley Rodriquez, Purchasing Officer

FROM: Melissa A. McDonald, Public Works Department –Engineering Division/River and Watershed Section

VIA: John J. Romero, Engineering Division Director

ISSUE: Award of Request for Proposal # 19/~~26~~41/P

BACKGROUND AND SUMMARY:
On May 13, 2019, the City advertised for request for proposals RFP #19/41/P. This RFP was for on call professional design services.

This project is important to the City to assist our project manager's ability to address small project development and emergency repair needs for a variety of City roadways, arroyos, open space, and parks for improvement, renovations, and repairs. Ten proposals were received on June 10, 2019 with two bidders qualifying for partial local preference as per SFCC 11-13-E (City Procurement Code).

We have utilized on call design contracts over the past 10 years for various public works projects and repairs that have involved improvements such as roadway design, traffic circles, trail, sidewalk, curb, gutter, ADA curb ramp, and arroyo and drainage system improvements. Expenditures on these contracts ranged from $1,000 to $200,000. This has been an effective way to address smaller projects and emergency needs for the department.

The committee applied the following criteria to rank the proponents:
1) Project Understanding & Approach
2) Experience, Training and Education
3) Past Performance
4) Knowledge of Local Conditions
5) Quality Assurance
6) Quality of Proposal
7) Resource Availability

The proposals were reviewed for completeness and alignment with the requests of the RFP and upon review, the selected firms were deemed a good fit with required skills to complete projects for the Public Works Department. Interviews were not held as the committee felt that

the detailed information provided by each of the respondents was sufficient to make a reasonable decision.

In response to the RFP, the City received and evaluated 10 proposals. The following proponents applied:

1. Santa Fe Engineering*
2. WSP- Louis Berger*
3. Souder Miller and Associates (Miller Engineering)*
4. Bohannan Huston*
5. Wilson and Company*
6. Weston Solutions*
7. HDR
8. Watermark Engineering
9. MolzenCorbin
10. Lloyd & Associates

The evaluation committee selected six applicants (see identified with * above) to provide professional services for the project in the amount of $500,000 for a 4-yr term.

The Department will budget funding for this service from various division and org numbers (formally business units).

ACTION:
The Public Works Department requests the Governing Body approve the recommendation of award to:

1. Santa Fe Engineering*
2. WSP- Louis Berger*
3. Souder Miller and Associates (Miller Engineering)*
4. Bohannan Huston*
5. Wilson and Company*
6. Weston Solutions*

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

RECEIVED
PS001815

FINANCE DEPT

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

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

2 Name of Contractor Wilson & Company

3 Complete information requested ☑ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $500,000.00

Termination Date: August 30, 2023

☑ Approved by Council Date: pending

☐ or by City Manager Date: _____

Contract is for: On call contract for professional design services for small and emergency projects to be utilized by PWD divisions.

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council _____

☐ or by City Manager Date: _____

Amendment is for:

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

Amount $ _____ of original Contract# _____ Termination Date: _____
Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____
Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____
Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____
Reason: _____

Total of Original Contract plus all amendments: $ _____

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

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

RFP# 19/41/P Date: May 13, 2019

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

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

Shirley Rodriguez Digitally signed by Shirley Rodriguez Date: 2019.08.01 17:01:08 -06'00'

Purchasing Officer Review

Comments or Exceptions: _____

7 **Funding Source:** varies **BU/Line Item:** varies

ADH 8/2/19

Budget Officer Approval

Comments or Exceptions: _____

8 **Any out-of-the ordinary or unusual issues or concerns:**
None
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Melissa A. McDonald

Phone # 505-955-6840

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

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

To be recorded by City Clerk:

Contract # _____

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

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

Comments:

CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: 19/41/P OnCall Professional Design Service selected consultants (6)

Procurement Title: RFP

Solicitation RFP#: 19/41/P On Call Profressional Design Services

Department Requesting/Staff Member Public Works Department/Engineering / Melissa A. McDonald

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Melissa A. McDonald, River and Watershed Section Manager
Department Rep Printed Name and Title

07/11/19
Department Rep Signature attesting that all information included

Shirley Rodriguez Digitally signed by Shirley Rodriguez Date: 2019.08.01 17:04:36 -06'00'
Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR RFP FILE*

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

☐	☒	Reference Reviews/Reference Check Questionnaires
☐	☒	Pricing evaluation
☒	☐	Final overall evaluation matrix or summary of evaluator scores
☐	☒	Other: _____

AWARD*

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

DISCLOSURES*

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

CONTRACT*

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

MISCELLANEOUS FILE*

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

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

PROTEST (If applicable)* NONE PENDING 7/11/19

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

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

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

Melissa McDonald

Department Rep Printed Name and Title

7/10/19

Department Rep Signature attesting that all information included

GB PWD WILSON A1 TO 19-0748

Final Audit Report 2020-10-28

Created:	2020-10-28
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyvWVOXJX98sNaRYo5QLPoCTTgAYA5uak

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Agreement completed.
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City of Santa Fe New Mexico
Memorandum

Date: October 28, 2020 for the November 5, 2020 Meeting

To: Planning Commission

Via: Elias Isaacson, Land Use Director
Noah Berke, Current Planning Manager

From: Carlos Gemora; Senior Land Use Planner, Capital Improvements Advisory Committee Liaison

RE: Ordinance Amending 14-8.14(E), Impact Fee Assessment and Definitions

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ITEM AND ISSUE:
Impact fees shall only be collected per a valid Impact Fee Capital Improvement Plan (IFCIP). In conjunction with a state-required update (IFCIP 2021-2027) expected to be adopted by the Governing Body on December 9, 2020, the City is required to update the assessment of impact fees in Section 14-8.14 of the Santa Fe City Code.

BACKGROUND AND SUMMARY:
Impact fees are a way for local governments to charge new development a proportionate share of the infrastructure costs they impose on the community. Impact fees in New Mexico are governed by the New Mexico *Development Fees Act* (Sec. 5-8-1, et seq., NMSA) which requires adoption of the IFCIP 2021-2027 to update impact fee calculations and which will replace a similar plan covering a period from 2014 to 2020. The Capital Improvements Advisory Committee (CIAC) is responsible for reviewing and providing recommendations regarding both the IFCIP and the assessment of impact fees. The Governing Body is scheduled to make a final decision on both issues in December, 2020.

Though the IFCIP is not within the Planning Commission's purview, the Commission must review and recommend to the Governing Body all changes to Chapter 14, including the assessment of impact fees. Assessed fees are based on the updated cost of infrastructure calculated in the IFCIP and demonstrated infrastructural needs which have been discussed with receiving departments. Staff note that the CIAC has reviewed and recommended approval for the assessed fees and that the ordinance has been sponsored by Mayor Alan Webber.

ACTION REQUESTED:
Staff requests a recommendation from the Planning Commission to the Governing Body regarding the proposed ordinance amending the assessment of impact fees.

IMPACT FEE CALCULATIONS:

The IFCIP calculates the maximum amount of impact fees that can be assessed based on the expected cost of providing relevant, growth-related infrastructure at levels of service that resemble current amenities. The following tables lay out the results of the IFCIP calculations and were compiled per New Mexico regulations by a qualified professional, Clancy Mullen of Duncan Associates.

2014 Adopted Impact Fee Schedule

Land Use Type	Unit	Roads	Parks	Fire	Police	Total
Single-Family Detached*						
1,500 sq. ft. or less	Dwelling	$1,894	$967	$154	$64	$3,079
1,501-2,000 sq. ft.	Dwelling	$2,064	$1,010	$161	$68	$3,303
2,001-2,500 sq. ft.	Dwelling	$2,141	$1,108	$176	$74	$3,499
2,501-3,000 sq. ft.	Dwelling	$2,245	$1,163	$186	$78	$3,672
More than 3,000 sq. ft.	Dwelling	$2,377	$1,238	$197	$83	$3,895
Accessory Unit	Dwelling	$947	$483	$77	$32	$1,539
Multi-Family	Dwelling	$1,299	$945	$150	$63	$2,457
Retail/Commercial	1,000 sq. ft.	$4,006	$0	$269	$113	$4,388
Office	1,000 sq. ft.	$2,402	$0	$126	$53	$2,581
Industrial	1,000 sq. ft.	$1,856	$0	$55	$23	$1,934
Warehouse	1,000 sq. ft.	$968	$0	$24	$10	$1,002
Mini-Warehouse	1,000 sq. ft.	$375	$0	$22	$9	$406
Public/Institutional	1,000 sq. ft.	$1,460	$0	$113	$48	$1,621

2020 Updated Maximum Impact Fees

Land Use Type	Unit	Roads	Parks	Fire	Police	Total
Single-Family Detached (avg.)	Dwelling	$3,403	$2,935	$559	$141	$7,038
1,500 sq. ft. or less	Dwelling	$3,208	$2,700	$514	$130	$6,552
1,501-2,500 sq. ft.	Dwelling	$3,381	$2,906	$554	$140	$6,981
2,501-3,000 sq. ft.	Dwelling	$3,553	$3,111	$592	$150	$7,406
more than 3,000 sq. ft.	Dwelling	$3,748	$3,346	$636	$161	$7,891
Accessory Unit	Dwelling	$1,673	$1,849	$352	$89	$3,963
Multi-Family	Dwelling	$1,961	$2,201	$420	$106	$4,688
Mobile Home Park	Space	$1,802	$4,491	$855	$216	$7,364
Retail/Commercial	1,000 sq. ft.	$4,670	$0	$624	$158	$5,452
Office	1,000 sq. ft.	$3,986	$0	$303	$77	$4,366
Industrial	1,000 sq. ft.	$1,592	$0	$131	$33	$1,756
Warehouse	1,000 sq. ft.	$825	$0	$61	$15	$901
Mini-Warehouse	1,000 sq. ft.	$403	$0	$12	$3	$418
Public/Institutional	1,000 sq. ft.	$1,808	$0	$140	$36	$1,984

Percentage Change from 2014 Study Fees

Land Use Type	Unit	Roads	Parks	Fire	Police	Total
Single-Family Detached						
1,500 sq. ft. or less	Dwelling	69%	179%	234%	103%	113%
1,501-2,000 sq. ft.	Dwelling	64%	188%	244%	106%	111%
2,001-2,500 sq. ft.	Dwelling	58%	162%	215%	89%	100%
2,501-3,000 sq. ft.	Dwelling	58%	167%	218%	92%	102%
more than 3,000 sq. ft.	Dwelling	58%	170%	223%	94%	103%
Accessory Unit	Dwelling	77%	283%	357%	178%	158%
Multi-Family	Dwelling	51%	133%	180%	68%	91%
Retail/Commercial	1,000 sq. ft.	17%	n/a	132%	40%	24%
Office	1,000 sq. ft.	66%	n/a	140%	45%	69%
Industrial	1,000 sq. ft.	-14%	n/a	138%	43%	-9%
Warehouse	1,000 sq. ft.	-15%	n/a	154%	50%	-10%
Mini-Warehouse	1,000 sq. ft.	7%	n/a	-45%	-67%	3%
Public/Institutional	1,000 sq. ft.	24%	n/a	24%	-25%	22%
Weighted Avg. Increase		49%	150%	187%	73%	88%

ASSESSMENT OF IMPACT FEES:

The IFCIP 2021-2027 calculates the maximum amount of impact fees that can be assessed but does not determine at what rate the City should assess fees. The Land Use Department, in consultation with Ordinance Sponsor Mayor Alan Webber, the receiving departments, and per the recommendation of the CIAC, recommends assessing fees relatively similar to 2014 fees.

The proposed fee schedule will raise comparative impact fee revenue approximately 3% in 2021 which is approximately half of the maximum allowable calculated but which will provide consistency for planned development. To set a reasonable and accurate expectation of increasing infrastructure costs, however, the ordinance proposes a 12% compounding increase of assessed impact fees which, by 2025, will approximate 87% of the 2020 calculated maximum fees.

Though the CIAC can and should review the utilization and assessment of impact fees prior to 2025, the proposed increases should establish a relative minimum and predictable phased increase of fees which are necessary to fund the majority of growth-related infrastructure.

Proposed Impact Fee Schedule

Land Use Type	Unit	Roads	Parks	Fire	Police	Total
Adoption Percentage of Maximum:		70%	40%	40%	50%	
Single-Family Detached						
1,500 sq. ft. or less	Dwelling	$2,246	$1,080	$206	$65	$3,596
1,501-2,500 sq. ft.	Dwelling	$2,367	$1,162	$222	$70	$3,821
2,501-3,000 sq. ft.	Dwelling	$2,487	$1,244	$237	$75	$4,043
more than 3,000 sq. ft.	Dwelling	$2,624	$1,338	$254	$81	$4,297
Accessory Unit	Dwelling	$1,171	$740	$141	$45	$2,096
Multi-Family	Dwelling	$1,373	$880	$168	$53	$2,474
Mobile Home Park	Space	$1,261	$1,796	$342	$108	$3,508
Retail/Commercial	1,000 sq. ft.	$3,269	$0	$250	$79	$3,598
Office	1,000 sq. ft.	$2,790	$0	$121	$39	$2,950
Industrial	1,000 sq. ft.	$1,114	$0	$52	$17	$1,183
Warehouse	1,000 sq. ft.	$578	$0	$24	$8	$609
Mini-Warehouse	1,000 sq. ft.	$282	$0	$5	$2	$288
Public/Institutional	1,000 sq. ft.	$1,266	$0	$56	$18	$1,340

Change between 2014 Assessed Fees & 2020 Proposed Fees

Land Use Type	Unit	Roads	Parks	Fire	Police	Total
Change for 2,001-2500sf Single-Family		$322		Change for Multi-Family		$17
Single-Family Detached						
1,500 sq. ft. or less	Dwelling	19%	12%	34%	2%	17%
1,501-2,000 sq. ft.	Dwelling	15%	15%	38%	3%	16%
2,001-2,500 sq. ft.	Dwelling	11%	5%	26%	-5%	9%
2,501-3,000 sq. ft.	Dwelling	11%	7%	27%	-4%	10%
More than 3,000 sq. ft.	Dwelling	10%	8%	29%	-3%	10%
Accessory Unit	Dwelling	24%	53%	83%	39%	36%
Multi-Family	Dwelling	6%	-7%	12%	-16%	1%
Mobile Home Park	Space	n/a	n/a	n/a	n/a	n/a
Retail/Commercial	1,000 sq. ft.	-18%	n/a	-7%	-30%	-18%
Office	1,000 sq. ft.	16%	n/a	-4%	-27%	14%
Industrial	1,000 sq. ft.	-40%	n/a	-5%	-28%	-39%
Warehouse	1,000 sq. ft.	-40%	n/a	2%	-25%	-39%
Mini-Warehouse	1,000 sq. ft.	-25%	n/a	-78%	-83%	-29%
Public/Institutional	1,000 sq. ft.	-13%	n/a	-50%	-63%	-17%
Percent Change in Fees from 2014		5%	0%	15%	-14%	3%
2014-2020 Utilization of Fees Received		54.9%	4.9%	32.8%	0.7%	

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2020-33

INTRODUCED BY:

Mayor Alan Webber

AN ORDINANCE

AMENDING SECTION 14-8.14(E) SFCC 1987 TO ADOPT A NEW IMPACT FEE SCHEDULE AND CLARIFY APPROPRIATE LAND USE CATEGORIES AS THEY RELATE TO IMPACT FEE COLLECTION; AND TO ESTABLISH AN EFFECTIVE DATE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Subsection 14-8.14(E) of the Land Development Code (being Ord. No. 2011-37, § 11, as amended) is amended to read:

(E) **Fee Determination**

(1) A person who applies for a construction *permit*, except those exempted or preparing an independent fee calculation study, shall pay impact fees in accordance with the following fee schedule. If a credit is due pursuant to Section 14-8.14(I), the amount of the credit shall be deducted from the amount of the fee to be paid.

(2) Beginning [~~February 27, 2014 and ending February 26, 2016,~~ construction *permits* for *residential developments* ~~shall be charged fifty percent (50%) of the~~

underscored material = new [~~bracketed material~~] = delete

~~scheduled values in the Fee Schedule in Subsection 14-8.14(E)(3). Beginning February 27, 2016, such *residential developments* shall be charged one hundred percent (100%) of the scheduled values in the Fee Schedule~~] January 1, 2021, the city shall assess the scheduled values in the fee schedule set forth in subsection 14-8.14(E)(3). On January 1, 2022, and at the beginning of each subsequent calendar year, the city shall implement phased fee increases by adding an additional twelve percent (12%) to the scheduled values in the fee schedule each year until a new fee schedule is approved.

(3) The fee schedule in this Subsection 14-8.14(E)(3), as increased each year pursuant to subsection 14-8.14(E)(2), shall be used and its fees assessed on *plats* and *development* plans that receive final approval from the *city* or from the *state* construction industries division, except where the *permit* is issued for a subdivision or for a *development* plan that is still subject to a prior fee schedule available and on file in the Land Use Department.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

FEE SCHEDULE						
Land Use Type	**Unit**	**Roads**	**Parks**	**Fire**	**Police**	**Total**
Single-Family Detached[/](Heated) [~~Living Area~~]						
1,500 sq. ft. or less	Dwelling	[~~$1,894~~] $2,246	[~~$967~~] $1,080	[~~$154~~] $206	[~~$64~~] $65	[~~$3,079~~] $3,596
[~~1,501-2,000 sq. ft.~~]	[~~Dwelling~~]	[~~$2,064~~]	[~~$1,010~~]	[~~$161~~]	[~~$68~~]	[~~$3,303~~]
[~~2,001~~]1,501-2,500 sq. ft.	Dwelling	[~~$2,141~~] $2,367	[~~$1,108~~] $1,162	[~~$176~~] $222	[~~$74~~] $70	[~~$3,499~~] $3,821
2,501-3,000 sq. ft.	Dwelling	[~~$2,245~~] $2,487	[~~$1,163~~] $1,244	[~~$186~~] $237	[~~$78~~] $75	[~~$3,672~~] $4,043
3,001 sq. ft. or more	Dwelling	[~~$2,377~~] $2,624	[~~$1,238~~] $1,338	[~~$197~~] $254	[~~$83~~] $81	[~~$3,895~~] $4,297
Accessory Dwelling	Dwelling	[~~$947~~] $1,171	[~~$483~~] $740	[~~$77~~] $141	[~~$32~~] $45	[~~$1,539~~] $2,096
Multi-Family	Dwelling	[~~$1,299~~] $1,373	[~~$945~~] $880	[~~$150~~] $168	[~~$63~~] $53	[~~$2,457~~] $2,474
Mobile Home Park	Space	$1,261	$1,796	$342	$108	$3,508
Nonresidential	**G.F.A.**					
Retail/Commercial	1,000 sq. ft.	[~~$4,006~~] $3,269	$0	[~~$269~~] $250	[~~$113~~] $79	[~~$4,388~~] $3,598
Office	1,000 sq. ft.	[~~$2,402~~] $2,790	$0	[~~$126~~] $121	[~~$53~~] $39	[~~$2,581~~] $2,950
Industrial	1,000 sq. ft.	[~~$1,856~~] $1,114	$0	[~~$55~~] $52	[~~$23~~] $17	[~~$1,934~~] $1,183
Warehouse	1,000 sq. ft.	[~~$968~~] $578	$0	$24	[~~$10~~] $8	[~~$1,002~~] $609
Mini-Warehouse	1,000 sq. ft.	[~~$375~~] $282	$0	[~~$22~~] $5	[~~$9~~] $2	[~~$406~~] $288
Public/Institutional	1,000 sq. ft.	[~~$1,460~~] $1,266	$0	[~~$113~~] $56	[~~$48~~] $18	[~~$1,621~~] $1,340

(4) The *land use director* shall determine the fee to be collected as a condition of construction *permit* approval based on the applicable fee schedule in Subsection 14-8.14(E)(3) above and the provisions of this Subsection 14-8.14(E)(4), or on the basis of an independent fee calculation study pursuant to Subsection 14-8.14(F).

(a) The determination of the appropriate land use category shall be based on the following.

(i) Single-Family Detached means a *single-family dwelling*, which may consist of a *manufactured home* or *mobile home*.

(ii) Accessory Dwelling Unit means a dwelling unit complying with the provisions of Subsection 14-6.3(D)(1).

([~~ii~~]iii) Multi-Family means a *multiple-family dwelling* which, for the calculation of impact fees, includes duplexes, triplexes, and any other structures which are not considered to be detached from other residential dwellings.

([~~iii~~]iv) Retail/Commercial means an establishment engaged in the selling or rental of goods, services, lodging or entertainment to the general public. Such uses include, but are not limited to, shopping center or mall, *alcoholic beverage sales activities* , *antique shop* , *bed and breakfast inn* , *boarding house* , *commercial recreational use or structure*, *drive-in*, *equipment rental or leasing*, *filling station*, *flea market, florist, garden center, gift shop, grocery store, hotel, laundromat, motel*, *nightclub*, *personal service establishment*, *pet service establishment*, *pharmacy*, *repair garage*, *residential suite hotel or motel*, or *retail establishment*.

([~~iv~~]v) Office means a building not located in a shopping center and exclusively containing establishments providing executive, management, administrative or professional services, and which may include ancillary services for office workers, such as a restaurant, coffee shop, newspaper or candy stand, or child care facilities.

Such uses include, but are not limited to, real estate, insurance, property management, investment, employment, travel, advertising, secretarial, data processing, telephone answering, telephone marketing, music, radio and television recording and broadcasting studios; professional or consulting services in the fields of law, architecture, design, engineering, accounting and similar professions; interior decorating consulting services; medical and dental offices and clinics, including veterinarian clinics; and business offices of private companies, utility companies, trade associations, unions and nonprofit organizations. Specific examples include *business services* (excluding equipment rental and leasing), *arts and crafts studio*, *clinic*, *funeral home*, *veterinary establishment* and *vocational school*.

([~~v~~]vi) Industrial/Manufacturing means an establishment primarily engaged in the fabrication, assembly or processing of goods. Typical uses include manufacturing plants, welding shops, wholesale bakeries, commercial laundries, commercial greenhouses, food and drug manufacturing, dry cleaning plants, and bottling works. Specific uses include *light assembly and manufacturing* and *manufacturing*.

([~~vi~~]vii)Warehouse means an establishment primarily engaged in the display, storage and sale of goods to other firms for resale, as well as activities involving significant movement and storage of products or equipment. Such uses include, but are not limited to, wholesale distributors, storage warehouses, moving and storage firms, trucking and shipping operations, and major mail processing centers. Specific uses include *commercial stable, junkyard, outdoor storage, salvage yard, warehouse, and wholesale operations.*

([~~vii~~]viii) Mini-Warehouse means *mini-storage units*.

([~~viii~~]ix) Public/Institutional means a governmental, quasi-public, or institutional use, or a non-profit recreational use, not located in a shopping center. Such uses include, but are not limited to, elementary, secondary, or higher educational

establishments, day care centers, hospitals, mental institutions, nursing homes, assisted living facilities, fire stations, city halls, courthouses, post offices, jails, libraries, museums, places of religious worship, military bases, airports, bus stations, fraternal lodges, and parks and recreational buildings. Specific examples include *child day-care facility*, *club*, *college or university*, *community residential corrections program*, *continuing care community*, *electric facilities*, *extended care facility*, *group residential care facility*, *hospital*, *human services establishment*, *institutional building*, *museum*, *personal care facility for the elderly*, *private club or lodge*, *public utility*, *recreational facility*, *religious assembly*, *sheltered care facility*, and *transportation terminal*.

(b) If the type of new *development* for which a construction *permit* is requested is not specified on the fee schedule, the *land use director* shall determine the fee on the basis of the fee applicable to the most nearly comparable type of land use on the fee schedule.

(c) The impact fees for development of land outside of *buildings* that increases the demand for capital facilities is determined by application of the fee for the corresponding type of *building*. In particular, the *building* square footage for a retail/commercial use shall include indoor or outdoor sales areas or inventory storage areas, growing area for a garden center/nursery, and any drive-through kiosk and associated queuing lane with or without a roof. If the *land use director* determines that *development* of land outside of *buildings* is intended for seasonal usage that reduces the increased demand for capital facilities, the *land use director* may reduce impact fees charged for the *development* of land outside of *buildings* by up to seventy-five percent (75%) of the original assessment.

(d) Impact fees shall be assessed and collected based on the primary use of the *building* as determined by the *land use director*. Uses that are distinct and separate from the primary use, which are not merely ancillary to the primary use and are one

thousand (1,000) square feet or greater, will be charged the impact fee category based on the distinct and separate use.

(e) Where a permit is to be issued for a *building* "shell" and *land use director* is unable to determine the intended use of the *building*, the *land use director* shall assess and collect impact fees according to the zoning district in which the *building* is to be located as follows:

(i) C-2 and all SC zones - "Retail/Commercial";

(ii) HZ zone - "Office";

(iii) C-1 and C-4 - "Office"; and

(iv) I-1 and I-2 - "Industrial/Manufacturing".

(f) If there is an increase in the amount of the impact fee calculation once a tenant improvement *permit* is submitted, the difference from what was paid at the time of the shell *permit* and the tenant improvement fee calculation shall be paid prior to issuance of the construction *permit*. If the fee schedule determination for the square footage of the use identified in the tenant improvement construction *permit* results in a net decrease from what was paid at the time of the shell *permit*, there shall be no refund of impact fees previously paid.

(g) Live/work *developments* containing *dwelling units* in combination with *nonresidential* floor area in a common *building* shall pay impact fees for each *dwelling unit* according to the *residential* fee rate for "Multi-Family" and for the *gross floor area* intended for *nonresidential* use according to the "*Office*" fee rate. If the initial Live/Work construction *permit* application is for a shell construction *permit*, the *land use director* shall collect impact fees at the "Office" fee rate. If *dwelling units* are added as a use within the *building* after the *building* has been charged impact fees at a *nonresidential* fee rate, and there is no increase in *gross floor area*, the *land use director* shall collect only the

required park impact fees for the *dwelling units* at the fee rate for "Multi-Family" at the time of the *dwelling unit permit application*.

(h) If a construction *permit application* changes or intensifies the use of an existing *building*, increases the *gross floor area* of an existing *building*, or replaces an existing *building* with a new *building* and new use, the fee shall be based on the net increase in the fee for the new use or increase as compared to what the current fee would be for the previous use or floor area. If the proposed change results in a net decrease in the fee there shall be no refund of impact fees previously paid.

(i) "G.F.A." in the fee schedule refers to *gross floor area*.

Section 2. Effective Date. This ordinance shall become effective on January 1, 2021.

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

FIR No. 3290

FISCAL IMPACT REPORT

General Information:

(Check) Bill: x Resolution: x

Short Title(s): Impact Fee Schedule Update and 2021-2027 Plan Adoption

Sponsor(s): Mayor Webber

Reviewing Department(s): Planning and Land Use Department

Staff Completing FIR: Carlos Gemora Date: 10/19/20 Phone: 955-6670

Reviewed by City Attorney: Date: Oct 28, 2020

Reviewed by Finance Director: Mary McCoy Date: Oct 28, 2020

Summary:
The Impact Fee Capital Improvement Plan 2021-2027 (IFCIP) is required per the Development Fees Act (§§ 5-8-1 to 5-8-43, NMSA 1978) for the City to continue the assessment and utilization of impact fees. A Resolution is required to adopt the Impact Fee Capital Improvement Plan and an Ordinance is required to assess the fees in the Land Development Code.

Departments Affected:
Community Health and Safety (Police and Fire), Public Works (Roads and Parks), Community Development (Planning and Land Use).

Consequences of Not Enacting Legislation:
Without the IFCIP, the City cannot assess nor use collected impact fees and may be required to refund all impact fees to past payors.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The IFCIP process involves both a Resolution and a Bill.

Performance and Administrative Implications:
Without the IFCIP, the City can not assess or use collected impact fees, which would affect the City's ability to provide infrastructure improvements and address impacts related to growth.

Fiscal Implications:
The IFCIP collects impact fees, but impact fees are independent from other City funds and may only be used as specified by the IFCIP and the State's Development Fees Act.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 20	FYE 21	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	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$2,500,000	$2,500,000	$2,500,000	R	Impact Fees – 232 (Roads, Parks, Police, Fire)
Total	$2,500,000	$2,500,000	$2,500,000		

Revenue Narrative:

Assessed impact fees collect revenue is independent from other City funds and may only be used as specified in the IFCIP and the State's Development Fees Act. Projected revenue is variable and based on estimated future rates of new development. Revenues may decrease if the City experiences less new development and may increase if the City experiences more development or if the fees are raised through regularly scheduled assessment rate increases.

Signature: Jarel LaPan Hill
Jarel LaPan Hill (Oct 28, 2020 20:51 MDT)

Email: jlapanhill@santafenm.gov

Signature: Elias Isaacson
Elias Isaacson (Oct 29, 2020 08:42 MDT)

Email: esisaacson@santafenm.gov

Signature: Carlos Gemora
Carlos Gemora (Oct 29, 2020 08:48 MDT)

Email: cegemora@santafenm.gov

City of Santa Fe New Mexico
Memorandum

Date: November 6, 2020

To: City Council

Via: Marcos Martinez, Senior Assistant City Attorney

From: Jesse Roach, Director City of Santa Fe Water

RE: National Environmental Policy Act (NEPA) Coverage for the Proposed San Juan Chama Return Flow Pipeline One Agency Lead for the US Bureau of Reclamation

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ITEM AND ISSUE: As directed in Resolution 2019-56, the City's Water Division (WD) is pursuing all the necessary state and federal permits required for the San Juan Chama (SJC) Return Flow Project (Project). The City has an allocation of 5,230 acre-feet per year of SJC water supply via contract 05-WC-540 with the US Bureau of Reclamation (Reclamation). This contract allows for full consumption of SJC water. The Project is being developed to provide an additional water supply by reusing SJC water usage while adding critical resiliency for the City. The Water Division is requesting that Reclamation be the lead Federal Agency for the NEPA process given the nexus between Reclamation's management of the SJC Project and City's proposed SJC return flow strategy. The written request is provided in Attachment 1.

BACKGROUND AND SUMMARY: The Project will use pipeline alignments through Bureau of Land Management (BLM) and US Forestry Service (USFS) property within the existing utility right-of-way. Depending on the scope of the Project, BLM and USFS may elect to participate in the NEPA process as a cooperating agency instead of co-leading with Reclamation. This enables BLM and USFS to engage in the NEPA and approval process. To initiate the inter-Agency agreements, Reclamation has requested that the City send a letter to USFS and BLM inviting them to participate in the NEPA process as cooperating Agencies for the NEPA.

ACTION REQUESTED: Approval for WD to request USBR be lead Federal Agency on NEPA process.

ATTACHMENTS: Attachment 1 (Letter)

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

November XY, 2020

Mr. Sanford Hurlocker
District Ranger,
Espanola Ranger District Santa Fe National Forest
1710 North Riverside Drive
Espanola, New Mexico 87533

Mr. Mark Jackson
Field Manager
Taos Field Office
Bureau of Land Management
226 Cruz Alta Road
Taos, NM 87571-5983

RE: National Environmental Policy Act Coverage for the Proposed San Juan Chama Return Flow Pipeline-Buckman Direct Diversion Pipeline Corridor-One Agency Lead

Dear Mssrs. Hurlocker and Mr. Jackson:

The City of Santa Fe (City) San Juan Chama Return Flow Pipeline Project (Project) proposes to construct and operate a pipeline to take treated wastewater effluent from the Paseo Real Wastewater Treatment Plant located at 73 Paseo Real in Santa Fe, New Mexico, to the Rio Grande for discharge below the Buckman Direct Diversion (BDD).The BDD is currently permitted for use under Special Use Permit ID#104602. The purpose of the Project is to return water to the Rio Grande to allow the City to fully consume its San Juan-Chama Project contract water without a net decrease in flows of water in the Rio Grande.

The City and the Bureau of Reclamation (Reclamation) have begun to working together to start the process to implement the preferred alternative which emerged from the 2017 feasibility study on the City's options for maximizing effluent use. The feasibility study is part of a water

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Jamie Cassutt-Sanchez, District 4
JoAnne Vigil Coppler, District 4

supply planning process conducted by the City, in conjunction with Reclamation and Santa Fe County, which concluded that increases in service area demand and climate change conditions may cause available water supplies to fall significantly short of demand by 2055. Effluent use is one of the most promising strategies for mitigating these projected water supply shortages for the City. In conformance with the NEPA process needed for implementation, Reclamation will be the lead federal agency, and the U.S. Forest Service (USFS) and U.S. Bureau of Land Management (BLM) will be cooperating agencies. As the project proponent and lead agency, Reclamation will prepare an Environmental Assessment (EA) for the Project. The USFS and BLM, as cooperating agencies, will provide information and documents as needed for the NEPA process, as well as review and comment on an internal draft EA, and are expected to adopt the Final EA and NEPA determination. This NEPA process structure was discussed in detail in concept between the City, Reclamation, the USFS and BLM in telephone conversations and emails and finalized during a meeting of all parties on May 7, 2020, with a verbal agreement amongst all parties to proceed in this manner.

As we move forward, the City and Reclamation will coordinate to cover all and regulatory requirements of the three federal agencies. The City will conduct the NEPA process for Reclamation with guidance and direction from Reclamation. Reclamation has determined that they should be involved in the NEPA process because of its responsibility in the accounting and management of San Juan Chama Project water and possible funding of the pipeline project through a Reclamation Title XVI grant. The USFS and BLM are involved through a land use permit due to their land management and leasing responsibilities of the land through which the pipeline will traverse and be constructed. As previously discussed, it is anticipated that the new pipeline and its construction will remain entirely within the currently designated federal lands covered by the special use permit granted for the BDD corridor project (SUP# 104602). The EA will analyze the proposed action which is to install approximately 17.7 miles of new reclaimed water pipeline from a new pump station located inside the Paso Real Water Reclamation Facility (approximately 1 mile west of the intersection of Airport Road and Highway 599) in Santa Fe County east along Airport Roach, north along the Hwy 599 Frontage Road, north on Caja Del Rio Road, and northwest on Old Buckman Road to the Rio Grande River below the BDD intake infrastructure using the utility corridor constructed for the BDD.

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The impacts analysis will include the identification and analysis of potential effects of the project, if any, to biological and cultural resources including the Santa Fe River. These will include Federal species protected under the Endangered Species Act and SFNF Species of Conservation Concern; cultural resources in compliance with the National Historic Preservation Act; floodplains and wetlands as defined in Executive Orders 11988 and 11990, respectively; view-sheds; and recreational uses.

As previously discussed, we are requesting that each federal agency designated as a cooperating agency inform us of a designated point-of-contact (POC) for the purposes of the NEPA process.

If you agree to be a cooperating agency please sign on the next page of this letter, or by separate letter, and return to Bill Schneider at City of Santa Fe Water, 801 W. San Mateo Road, Santa Fe NM, 87505 or electronically at whschneider@santafenm.gov. If you do not want to be a formal cooperating agency under NEPA, Reclamation and the City have agreed to fully cooperate and coordinate with the other federal agencies involved in the Project.

If you have any questions, please feel free to contact Bill Schneider at City of Santa Fe Water at 505-955-4203 or email at whschneider@santafenm.gov.

Sincerely,

_____

Jennifer Faler/Area Manager

City of Santa Fe, New Mexico

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Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Jamie Cassutt-Sanchez, District 4
JoAnne Vigil Coppler, District 4

Albuquerque Area Office
U.S. Bureau of Reclamation

Date:_____

City of Santa Fe:

_____
Alan Webber, Mayor

Date:_____

Concurrence with NEPA Approach:

_____
Name: Date:

Title: District Ranger, Santa Fe National Forest

Concurrence with NEPA Approach:

_____
Name: Date:

Title: Field Manager, Bureau of Land Management

Comments:

City of Santa Fe, New Mexico

memo

DATE: November 6, 2020

TO: City Council

FROM: Mayor Alan Webber

RE: Appointments

I would like to make the following appointments:

Santa Fe Women's Commission

Candice L. Flint, Chair (District 3) – term ending 11/2021 (Resume attached)
Sascha Anderson (District 1) – term ending 11/2021 (Resume attached)
Olivia Sloan (District 2) – term ending 11/2021 (Resume attached)
Araseli Varela (District 4) – term ending 11/2021 (Resume attached)
Fatima Van Hattum (At-Large) – term ending 11/2022 (Resume attached)
Gabriela Schwenker (At-Large) – term ending 11/2022 (Resume attached)
Vickie L. Gabin (At-Large) – term ending 11/2022 (Resume attached)
Kate Cleaver (Alternate) – term ending 11/2022 (Resume attached)
Carla Bachechi (Alternate) – term ending 11/2022 (Resume attached)

CANDICE L. FLINT, ED.D.

Leadership Qualifications:

Dedicated educational professional with over twenty years of experience.

Leader of student achievement and continuous school improvement through use of research-based instructional methods, coaching, formative/summative assessments, data driven decision making, and progress monitoring.

Collaborative and communicative leadership style including effective work with colleagues, teachers, support staff, parent groups, service organizations, business partners, city government, and school advisory committees to improve programs for students and families.

Education:

Brandman University- Roseville, California
Doctorate of Education, 2017. Organizational Leadership.

St. Mary's College of California - Moraga, California
Master of Arts, 2002. Educational Leadership.

College of Santa Fe- Santa Fe, New Mexico
Bachelor of Arts, 1994. Elementary Education.

New Mexico Highlands University- Las Vegas, New Mexico
Bachelor of Arts, 1992. Political Science.

New Mexico Highlands University- Las Vegas, New Mexico
Bachelor of Arts, 1992. Fine Arts.

Professional Experience:

PRINCIPAL 2018-present
Gonzales Community School 2018-present
Santa Fe Public Schools, Santa Fe, NM

- Active member of the SFPS Science Advisory Committee
- Collaborated with district stakeholders on the Homework Advisory Council
- Participated on SFPS Human Resources Task Force

PRINCIPAL 2010-2018
Mariposa Elementary School 2010-present
San Juan Unified School District, Carmichael, CA

- Active member of the Principal/Superintendent's Council
- Functioned in a peer leadership role as a Principals Network Facilitator working closely with the Assistant Superintendent of Elementary/K-8 Education to lead professional development with elementary principals
- Collaborated with principals and Director of Elementary/K-8 Education in our feeder school pattern to develop a three-year plan to implement STEAM (Science, Technology, Engineering, Art and Mathematics) education
- Transitioned Mariposa Elementary School into Title I school status
- Accountable for implementing a balanced literacy program aligned to Common Core State Standards which included a Guided Reading program in primary grades
- Designed and provided focused professional development for teachers in Common Core State Standards
- Created in collaboration with faculty school wide writing assessment benchmarks based on Common Core State Standards writing standards
- Implemented the Positive Behavior Interventions & Support Program
- Successfully launched the Academic Parent Teacher Teams program
- Opened an on-site Family Resource Center to provide materials and support for school families
- Collaborated with the Citrus Heights Chamber of Commerce Education Committee to support academic programs

PRINCIPAL 2008-2010
Sunset Elementary School 2008-2010
Livermore Valley Joint Unified School District, Livermore, CA

- Significantly improved Academic Performance Index as evidenced from growth of 885 to 910
- Functioned as a key member of the Superintendent's Planning Committee, designing and facilitating professional development for district administrators
- Successfully implemented Professional Learning Communities
- Established a Special Education full-inclusion program on campus

PRINCIPAL 2004-2008
Altamont Creek Elementary School 2004-2008
Livermore Valley Joint Unified School District, Livermore, CA

- Consistently improved Academic Performance Index year to year as evidenced from growth of 808 to 843
- Served as a member of the Peer Assistance and Review Joint Committee

- Participated as the elementary administrator representative to the Certificated Evaluation Reform Committee
- Played integral role as Co-Facilitator of the District's Diversity Coalition

VICE PRINCIPAL 2002-2004
Highlands Elementary School 2002-2004
Mt. Diablo Unified School District, Concord, CA

- Worked with teachers to create a new School Study Team process
- Directly responsible for discipline and safety on campus
- Spearheaded professional development for teachers around issues of diversity and equity

Teaching Experience:

Washington Elementary School 1997-2002
San Leandro USD, San Leandro, California
Fourth Grade Teacher

- Functioned as Teacher-in-Charge
- Served as Chairperson of the Character Education Committee
- Participated as a member of the Immediate Intervention/Underperforming Schools Program Action Planning Committee

Licenses:

New Mexico Level Three-B Pre K-12 Administrative License, 2017.

New Mexico Level Three-A Instructional Leader K-8 Elementary License, 2017.

Presentations:

"Women Leaders: Building Capacity and Making Meaning," ACSA Women in Leadership Forum, September 2017.

Activities/Professional Associations:

NM Public Education Department Teacher Evaluation Task Force, August 2019-present

Citrus Heights Chamber of Commerce Education Committee, 2010-2018

References:

Vanessa Romero
Associate Superintendent
Santa Fe Public Schools

Katya Danielle Gothie
Director, Educator Growth & Development Bureau
NM Public Education Department

Kathy Cacaus
Principal, Acequia Madre Elementary
Santa Fe Public Schools

Ellen Biderman
Educator & Former Director
Santa Fe Children's Museum

Sascha Anderson

Defining Characteristics + Experience

- Effective Communication
  - public speaking, direct instruction, training, copywriting, copy-editing, curriculum development, press interviews, and business negotiations
- Strategic Outreach
  - event planning, community building, relationship management, community involvement, conflict resolution
- Inspiring Management
  - progressive leadership, cultural competence, mentorship, data analysis, delegation, empowerment, strategic thinking, action planning

Select Community Involvement

- Member - Choctaw Nation of Oklahoma
- Communications - Carmen Gonzales for SFPS Board of Education
- Core Team Member - Faith Coalition for Immigrant Justice
- New Mexico Co-Coordinator - Postpartum Support International
- Member - Superintendent's Equity and Diversity Council (Policy and Resources Subcommittee)
- Member - School Advisory Council, Gonzales Community School
- President - PTA, Gonzales Community School

Employment

April 2014-Present | Freelance Consultant | Communications and Curriculum Development

Notable Projects:

Education Director and Co-Founder, Ruminate: Food Systems with a Conscience, November 2018 - present
Helped to found design thinking, solutions focused non-profit organization that seeks to enable food professionals to understand and ultimately change the food systems with which they intersect.

Contract Reporting, Writing, and Social Media for Indigenous Connectivity Summit, Internet Society, 2017
Created social media content for summit livetweet. Interviewed indigenous leaders from tribal communities and First Nations across the United States and Canada. Developed profiles for ISOC's ongoing outreach efforts.

Curriculum Development & Training, Counter Culture Cheese Training & Meat Up Charcuterie Training, 2017-2019
Contracted by specialty food companies and national publication Culture Magazine to develop curriculum for food professional educational events. Developed full-day meat training and revamped two-day cheese trainings.

Consultant: Managing Difficult Conversations, Centers for Disease Control/Wrightway Consulting, 2017
Using multiple organizational development models developed curriculum and co-facilitated trainings for the CDC's National Center on Birth Defects and Disabilities. Co-facilitated trainings for supervisory and non-supervisory staff.

Co-Producer, Cider Week NYC, 2014
Contracted by agricultural non-profit, Glynwood Center, to co-produce Cider Week NYC, a marketing effort that amplifies the efforts of farm-based cidermakers through events, education, and promotion, including digital and print marketing campaigns. Press coverage included The New Yorker, New York Times, Village Voice, Eater, Tasting Table, and Heritage Radio Network.

Other freelance projects: Project management for first stage of national professional certification (charcuterie professionals); event production consultant, Cheesemonger Invitational; web design for faith-based non-profit; developed marketing strategy for local small business; communications strategy for start-up farm-to-table meal delivery business; content creation for e-commerce business; copy editor for user experience documents for major tech company.

October 2015-June 2017 | Cheesemongers of Santa Fe
Director of Business Development
Joined the growing small business to develop a communications and outreach strategy, including revamping ad buys, website, email and print marketing, staff training, and public events. In December 2016, took over all operations oversight, including all bookkeeping, payroll, recruitment and personnel management.

August 2009-April 2014 | Murray's Cheese
Director of Education (2010-2013), Director of E-Commerce (2013-2014)
Previous Positions: Events & Education Coordinator, Head Cheesemonger, Cheesemonger

Education and Training
University of Oklahoma
Attended 2001-2009, 104 credit hours earned
Major: English - Literary and Cultural Studies | Primary Coursework Focus: Critical Social Theory

Yiya Vi Kagingdi Doula Training
Tewa Women United
2018-2019

Emerge NM Candidate Training
Class of 2019

Technical Skills
- Graphic design [Adobe Photoshop, Illustrator, Fireworks, Indesign]
- Web content management systems [Magento, Wordpress, Squarespace, Wix, Tumblr]
- Microsoft Excel [Advanced Proficiency, including Pivot Tables, V-Lookups, Conditional Formatting]
- Business Intelligence and Financial Reporting [Crystal Reports, QuickBooks]
- Microsoft Office [Including mail merge, creating presentations and pitch decks, desktop publishing]
- Social Media [Instagram/Facebook business tools, Twitter, Tumblr, Hootsuite, Tweetdeck, IFTTT]

Olivia Sloan

EDUCATION

Associate in Applied Science in Nursing (May 2013) • Santa Fe Community College, Santa Fe, NM

Master of Public Health (May 2012) • Johns Hopkins Bloomberg School of Public Health, Baltimore, MD
American Indian Scholar receiving full tuition support (Jan 2010 – May 2012)

Bachelor of Arts in Liberal Studies with an emphasis in International Management and Culture
(May 2002) • The University of Arizona, Tucson, AZ

LICENSURES AND CERTIFICATIONS

New Mexico Registered Nurse • License #RN-77892
New Mexico Harm Reduction Certification • completed January 2013

EMPLOYMENT AND PROFESSIONAL EXPERIENCE

Manager, Research Department • New Mexico Cancer Care Associates/ CHRISTUS St. Vincent Regional Cancer Center, Santa Fe, NM *(March 2015 – Present)*

- Works with the PI, Medical Director and research team to grow a community-based research center including implementation and operation of oncology clinical trials in a cancer center/ hospital serving northern New Mexico. Studies include medical and radiation oncology, nursing research and registry studies. Experience supporting phase I –III clinical trials.
- Assesses operational feasibility. Conducts strategic planning to ensure clinical trial menu serves the patient population.
- Coordinates services among various specialties and hospital/ community services.
- Provides research reports at local provider meetings
- Coordinates research, training and strategic planning with a state-wide research consortium.
- Ensure consistent study implementation, data management and integrity and compliance with regulatory requirements.

Research Nurse • New Mexico Cancer Care Associates/ CHRISTUS St. Vincent Regional Cancer Center Santa Fe, NM *(July 2014 –Present)*

- Ensures the human subject protection of all patients considering clinical trials, from consent to treatment to long-term follow up.
- Provides direct nursing care to research patients ensuring patient safety and adherence to protocol.
- Activities include consenting, eligibility review, specimen collection/ shipping, adverse event assessment, patient teaching, physician training, care coordination of all study procedures, regulatory management, source documentation and QA review to ensure data integrity.

Outreach Associate • Drug Policy Alliance (DPA), Santa Fe, NM *(August 2011 – June 2014)*
Interim Director *(September 2013 –January 2014)*

- Analyzed peer-reviewed publications and public health/clinical trial research related to harm reduction and treatment as evidence to support policy development.
- Developed pilot program for naloxone distribution for people being discharged from a county detention facility. Development included establishing eligibility criteria, a protocol, case report forms, education/training for participants and identified funding.
- Reviewed clinical trial data related to emerging therapies for neurological conditions and prepare scientific petitions for New Mexico Department of Health.

- Worked with broad coalition of medical providers to give pharmacists authority to prescribe naloxone and for Medicaid reimbursement of naloxone.

Special Liaison of Partnerships, Programs and Policy / Manager, Training & Scholarship Program • Johns Hopkins Bloomberg School of Public Health (JHBSPH) Center for American Indian Health (CAIH), Baltimore, MD *(May 2008 – December 2010)*

- Served as instructor in courses providing lectures on American Indian health, research and policy
- Coordinated research activities with Tribes in areas including suicide prevention, drug/alcohol abuse, teen parenthood, physical activity and nutrition related to revitalizing native horticulture.
- Worked to identify new tribal communities to participate in projects
- Assisted Principle Investigator with drafting of publications for submission to journals/ citation support
- Drafted grant proposals submitted to NIH
- Served as liaison between researchers and tribes in CAIH research projects
- Conducted external affairs activities such as outreach to Tribal leaders, federal, state and international agencies encouraging support and funding for tribal directed research
- Assisted with development of presentations to assist tribal governments in identifying health disparities that may be opportunities for research based on data
- Identified areas for policy advocacy, including increased research funding for tribes at the tribal, state, federal, and international levels

Coordinator, Training & Scholarship Program • *JHBSPH*, CAIH, Baltimore, MD *(May 2007 – May 2008)*

- Served as Teaching Assistant for the following courses: Collecting, Analyzing and Using Public Health Data in American Indian Communities; Introduction to American Indian Health Research Ethics; Introduction to Data Management Using American Indian Health Data; Introduction to Quantitative and Qualitative Research Methods; An Interdisciplinary Approach to Understanding the Health of American Indians; Mental Health Care and Delivery in American Indian Communities
- Assisted in development of training programs including a professional JHU Training Certificate program in AI/ AN health
- Served as mentor to CAIH field staff and to AI/AN students advising regarding careers in health and research

Coordinator, American Indian Research Center for Health (AIRCH) / Health Project Specialist • Inter Tribal Council of Arizona, Inc. (ITCA), Phoenix, AZ *(January 2004 – August 2006)*

- Assisted with communication and coordination between ITCA and University of Arizona (UA) AIRCH, which promoted and assisted Arizona Tribes in conducting community-based participatory research
- Supervised training activities, scholarships, small grants and health research forums
- Conducted outreach to Tribes in Arizona to identify training, research and technical assistance needs
- Managed budget and prepared all reports for federal agencies (NIH, IHS)
- Negotiated ITCA/ UA Memorandum of Understanding regarding intellectual property and guidance on all research conducted on reservations in Arizona
- Worked with the tribal epidemiology center to identify areas for research based on data collected during community health assessments
- Assisted with the development of the Southwest American Indian Cancer Network (grant preparation to NCI and university partner/ community meetings). The goal of SAICN is to enhance cancer treatment and prevention by identifying ways to create a responsive health delivery and research system in tribal communities

Health Project Specialist • ITCA, Inc, Phoenix, AZ *(October 2003 – August 2006)*

- Specialist assigned to projects in the Phoenix Area Indian Health Service (IHS) which includes tribes in Arizona, Nevada and Utah. Staffed the Tribal Health Steering Committee and IHS Budget Formulation Team. Conducted federal and state policy analysis for Tribal leaders. Assisted with carrying out the U.S.

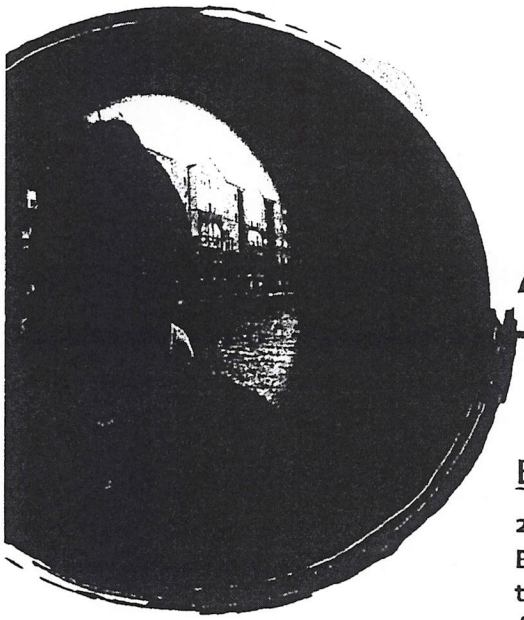
Department of Health and Human Services consultation at the national, regional, IHS Area and state levels. Advocated for a partnership between the National Institutes of Health and the Indian Health Service to provide funding and technical assistance to tribes in order to conduct tribally directed research

Research Assistant • ITCA, Inc., Phoenix, AZ *(June 2003 – October 2003)*

- Conducted research on traffic safety activities being conducted on American Indian Reservations in Arizona. Research was supported by a grant from the Centers for Disease Control and Prevention and administered by the Arizona Department of Health Services. Developed methodology for data collection, conducted interviews, analyzed data and presented it to Tribal, State and Federal stakeholders in Arizona.

MEMBERSHIPS/ COMMUNITY INVOLVEMENT

Trustee, Board of Trustees, Santa Fe Children's Museum • February 2018 –present
Member, Ethics Committee, CHRISTUS St. Vincent Regional Medical Center • October 2015 –present
Member, New Mexico Cancer Council • March 2015 –present
Member, New Mexico Public Health Association
Investigators Choice Award, New Mexico Cancer Care Alliance • 2017



Araseli Varela

Experience

2016-Current
Executive Assistant • Administrative Responsibilities and Assistant to the CEO • Girls Inc. of Santa Fe
Administrative responsibilities include tuition and donation processing and coding, preparing and making deposits, mail intake, and front desk reception. Executive Assistant responsibilities include calendar management, email management, donor stewardship and relations, event planning and management, liaison for Board of Directors, database management, and much more.

2014–2016
Program Manager• Managing Onsite Program, Staff, and Family Communication • Girls Inc. of Santa Fe

2010–2014
Program Facilitator• Planning and Implementing Program Activities • Girls Inc. of Santa Fe

Education

Santa Fe Preparatory School, Santa Fe, NM, Class of 2006

- International Baccalaureate Diploma Degree. Graduated with honors, a 4.0 GPA, and varsity volleyball team captain. Completed 40+ hours of community service each year from 2002-2006.

University of New Mexico, Albuquerque, NM, Class of 2010 & 2011

- B.S. Double Major in Elementary and Special Education Dual Licensure Program, Class of 2010.
- M.S. Special Education, Class of 2011.
- Graduated with honors, on the Dean's list every semester, 4.0+ GPA, completed Master's Program in 1 year.

Communication Skills

- Proficient in Spanish and English,
- Strong knowledge and use of interpersonal communication skills,

- Experienced in successful management of diverse groups of people,
- Empathic listener,
- Excellent written and verbal communication skills,
- Confident, articulate, and professional speaking abilities, and
- Excellent presentation skills.

Leadership Skills

- Combine patience, determination, and creative thinking to troubleshoot issues,
- Able to capitalize on individual strengths and expertise to create a balanced team,
- Experienced in management of diverse groups of people,
- Results oriented problem solver,
- Quick learner capable of learning systems, processes, and software/databases,
- Empathic and respectful in handling inquiries/complaints from families, coworkers, donors, or clients,
- Skilled at evaluating current options and generating solutions moving forward, and
- Trained in Cultural Competency/Sensitivity, Trauma Informed Care, Mental Health 101, and First Aid/ CPR.

References

Kim Brown, CEO
Girls Inc. of Santa Fe

Demi Malnar-Frye,
Director of Sales and Marketing
Hutton Broadcasting

Madonna Hernandez, Director of Programs
Girls Inc. of Santa Fe

Rebecca Calhoun, Personal Friend

FATIMA VAN HATTUM

EDUCATION

PhD Student in Educational Thought and Sociocultural Studies
Graduate Certificate in Women, Gender, and Sexuality Studies
August 2017 - Present
Department of Language, Literacy & Sociocultural Studies, University of New Mexico (Albuquerque, NM)
In depth study of social foundations of education using critical theories of gender, race, class, and language to better understand educational and sociocultural phenomenon. Research interests: Visual literacy, visual rhetoric, public pedagogies, Muslim identities, feminist and decolonial epistemologies.

MSc Globalization and Development (Distinction)
School of Oriental and African Studies, University of London (London, UK)
December 2010
Study of globalization and socioeconomic development through key global development issues including finance, social and labor movements, migration, commodity chains, sustainability, agrarian change, and gender. Thesis: *Outsourced Reproduction: Womb Rental and Baby Production in the Indian Commercial Surrogacy Industry.*

BA (Hons) Arabic and Development Studies (Upper Second Class)
School of Oriental and African Studies, University of London (London, UK)
June 2009
Critical analysis of the development and political economy of developing countries with reference to key social, political, and economic issues. Study of all elements of the Arabic language with a year abroad in Egypt. Arabic dissertation: *The Aswan High Dam: Health, Human Rights, Agriculture, and the Politics of Water in Development.*

PROFESSIONAL EXPERIENCE

NewMexicoWomen.Org (Santa Fe, NM)
Program Co-Director October 2017 – Present
Program Manager June 2014 – October 2017

- Co-directing and designing statewide programs including research, community engagement, grantmaking, and educational trainings.
- Leading the design and implementation of qualitative and community-based research projects on gender, health, race, and economic equity using intersectional feminist methodologies.
- Facilitating community conversations, qualitative research dialogues, and community and donor anti-oppression trainings.
- Lead author of qualitative research report, *The Heart of Gender Justice in New Mexico: Intersectionality, Economic Security, and Health Equity - Part 1: Community Dialogues.*
- Fundraising and resource development including drafting grant applications and subsequent reports, major donor cultivation, and events. Lead or co-author of successful grant applications totaling over $2 million.

Fairfood International (London, UK and Amsterdam, the Netherlands)
Manager Advocacy Morocco January 2013 – March 2014
Manager Advocacy Western Europe May 2011 – December 2012

- Developed a project on labor rights and gender equity in tomato supply chains from Morocco to the EU. Collaborated with university and labor union partners in Morocco to collect primary data around labor practices, wages, and gender. Mapped the fresh tomato supply chain from Morocco to the EU.
- Based on research findings, managed campaigns and facilitated dialogues and engagement with EU companies with specific requests for improvements in labor and agricultural practices.
- Researched food companies, supply chains, and agricultural practices, identified gaps in social and environmental sustainability policies, and formulated strategies for change.
- Facilitated dialogues and campaign negotiations with food companies in the UK, Ireland, France, Spain and Portugal.
- Managed Fairfood's London hub and a team of two project assistants and served as elected member of the internal union, Employee Representative Body.

Brook Lyndhurst (London, UK)
Fixed-Term Researcher January 2011 – March 2011

- Field researcher updating the UK government commissioned Waste & Resources Action Programme research on retailer and consumer food waste using iPads and FileMaker onsite in grocery stores.
- Collected, entered, coded, and groomed a dataset of 20 food and beverage product categories.

War on Want (London, UK)
Conflict Zone Programs Intern August 2008 – January 2009

- Alliance building, coordination, and event planning with partner organizations including Palestinian farmers associations and Iraqi oil worker labor unions.
- Translated (from Arabic) and assessed partner financial and narrative reports and research for campaigning, government policy recommendations and donor compliance and reporting.

Pell & Bales (London, UK)
Charity Telephone Fundraiser November 2005 – June 2007

- Evening call center fundraising on behalf of WWF, Oxfam GB, Christian Aid and Cancer Research UK.
- Negotiated contributions, processed direct debits, credit card donations, and Gift Aid.

USAID, Education Reform Program (Cairo, Egypt)
Reporting Consultant/English Writer July – August 2006

- Compiled district education reports for the M&E division of USAID's Education Reform Program.
- Ensured suitability of reports and surveys for submission and evaluation.

PUBLICATIONS

Institutional Research Reports

- NewMexicoWomen.Org. (2017). *The heart of gender justice in New Mexico: Intersectionality, economic security, and health equity. Part 1: Community dialogues.* Santa Fe, NM: Fatima van Hattum.
- Fairfood International. (2014). *The fruits of their labour: The low wages behind Moroccan tomatoes sold in European supermarkets.* Amsterdam, The Netherlands: Martha Dellar, Imke van Schaaijk, Floor van Uhm, Richard Glass, Fatima van Hattum.

Book Reviews & Feature Journalism

- van Hattum, F. (2018). Review of the book *Raciolinguistics: How language shapes our ideas about race*, edited by H. Samy Alim, John R. Rickford, and Arnetha F. Ball. *Critical Inquiry in Language Studies.*
- van Hattum, F. and Ghiorse, S. (2017, June 1). What does it mean to work for gender justice in New Mexico? *Green Fire Times.*
- Ghiorse, S., van Hattum, F., and Villarreal, R. (2017, June 9). Long-term change requires talking about patriarchy, colonization and structural racism. *NMPolitics.Net.*
- Ghiorse, S. and van Hattum, F. (2017, May 28). The heart of gender justice in New Mexico. *Santa Fe New Mexican.*
- Ghiorse, S. and van Hattum, F. (2015, December 28). Viewpoint: Here's what equality for NM women and girls has to do with business. *Albuquerque Business First.*
- Shaffer, A. and van Hattum, F. (2015, October 26). If the MacArthur Foundation wants a low carbon economy, why is it investing in fossil fuels and ignoring grassroots action? *openDemocracy.*
- van Hattum, F. and Shaffer, A. (2015, February 2). Transforming philanthropy: It's time to get serious. *openDemocracy.*

Poetry & Comics

- van Hattum, F. (2020). Rocks and Fiction. In Ali, K. (Ed.). (2020). *New Moons: Contemporary Writing by North American Muslims Anthology.* Pasadena, CA: Red Hen Press. (Forthcoming)
- van Hattum, F. (2020). 5.11.18. In Ali, K. (Ed.). (2020). *New Moons: Contemporary Writing by North American Muslims Anthology.* Pasadena, CA: Red Hen Press. (Forthcoming)
- van Hattum, F. (2020). Immense Brevity. *apt.* Issue 10. (Forthcoming)
- van Hattum, F. Y. (2019) A Three-Step Guide to Shut it Down in Your Social Science Class. *Intersections: Critical Issues in Education,* 3(1).
- van Hattum, F. (2018). Goat herding and the limits of knowledge. *Chicana/Latina Studies: The Journal of Mujeres Activas En Letras Y Cambio Social*, 18(1), 6.
- van Hattum, F. (In Press). bright spots. *CALYX Journal,* 31:1.

PRESENTATIONS & READINGS

- van Hattum, F. (2019). *Five poems on motherhood.* Reading for Many Mothers annual fundraiser.
- Trujillo, P. and van Hattum, F. (2018). *The heart of gender justice in New Mexico: Intersectionality, health equity, and economic security.* Workshop presentation at the National Women's Studies Association Annual Conference. Atlanta, GA.
- van Hattum, F. and Ghiorse, S. (2018). *The heart of gender justice: Practicing social and gender justice values in philanthropy.* Presentation at the New Mexico Association of Grantmakers Quarterly Member Meeting. Santa Fe, NM.
- van Hattum, F. (2017). *Financing social justice and community engagement strategies.* Presentation at the New Mexico Association of Grantmakers conference. Santa Ana Pueblo, NM.
- Ghiorse, S., van Hattum, F. and Trujillo, P. (2017). *The heart of gender justice.* Panel presentation and workshop at the Women's Funding Network conference. San Francisco, CA.
- van Hattum, F. and Ghiorse, S. (2017). *The heart of gender justice in New Mexico.* Panel presentation at Western New Mexico University's Center for Gender Equity's Annual F-Week. Silver City, NM.
- van Hattum, F., Cacari-Stone, L. and Ghiorse, S. (2017). *The heart of gender justice in New Mexico.* Panel presentation at the Scholar Strategy Network's "Investing in a Society of Super Girls." Albuquerque, NM.

AFFILIATIONS

- **New Mexico Health Equity Partnership, Network Steering Committee Member** Santa Fe, NM (March 2016 – Present)
- **Alas de Agua Art Collective, Member** (Ongoing)

TRAININGS

- Fundamentals of Facilitation for Racial Justice Work (Interaction Institute for Social Change, May 201)
- Principles of Graphic Facilitation (The Grove, November 2016)
- Campaigning Tools and Tactics (Greenpeace International, November 2013)
- Advanced Negotiation Skills (Taqt, November 2013)
- Advanced Campaign Development Training (Bureau Tij, June 2013)
- Budgeting for Non-Financial Managers (The Centre for Strategy, November 2012)
- Negotiation and Communication with Management (Taqt, October 2013)
- Participatory Approaches in Practice (Bond for International Development, May 2012)
- Advocacy Strategy Development Training (The Pressure Group, April 2012)
- Solutions Focused Management Coaching (University of Amsterdam, March 2012)
- Strategic Advocacy Training (Bond for International Development, December 2011)
- Fundraising from Trusts and Foundations (Bond for International Development, June 2011)

LANGUAGES

- Arabic (professional competency in Modern Standard and Iraqi dialect)
- French (basic)
- Spanish (basic)

Gabriela Schwenker

Education

BACHELOR OF ARTS | MAY 2014 | PRINCIPIA COLLEGE

- Major: Sociology and Anthropology
- Minor: Spanish

ASSOCIATE IN ARTS | MAY 2019 | SANTA FE COMMUNITY COLLEGE

- Major: Accounting and Business Administration
- Honors: Phi Theta Kappa, Highest Honors

Skills & Abilities

- Women of Thornburg committee member. QuickBooks Online certified. Proficient in QuickBooks Desktop, Microsoft Word, Excel, and PowerPoint. Lifeguard certified with professional CPR/1st Aid certification. Experienced international traveler. CPA candidate.

Experience

OPERATIONS ASSOCIATE | THORNBURG INVESTMENT MANAGEMENT | SEP 2019 - PRESENT

- Daily cash and asset reconciliation for institutional and mutual fund accounts. Prepare and process monthly reports. Prepare and process various quarterly reports. Provide account coverage for colleagues. Assist with special projects.

TUTOR | SANTA FE COMMUNITY COLLEGE | MARCH 2019 - PRESENT

- Tutor students in Microsoft Office technologies, including Microsoft Word, Excel, Access, and PowerPoint. Maintain safe learning environment. Help engage students in educational pursuits and provide tools for helping students be self-sufficient.

BOOKKEEPER | BARRACLOUGH & ASSOCIATES, P.C. | JUNE 2018 – AUG 2019

- Reconcile monthly statements for clients. Record day-to-day financial transactions and correctly code each transaction in general ledger. Prepare and process monthly, quarterly, and annual payroll tax reports. Pay client bills. Prepare individual tax returns.

CLERICAL/BOOKKEEPER | BARRACLOUGH & ASSOCIATES, P.C. | DEC 2016 – MAY 2018

- Provide clerical and administrative support for the five principals. Track tax return projects in Practice Management. Manage client investment statements. Track firm employee auto insurance. Reconcile monthly statements for clients.

RECEPTIONIST | SANTA FE TENNIS AND SWIM CLUB | JUNE 2015 – DEC 2016

- First point of contact for all guests, vendors, and members. Responsible for maintaining friendly and efficient front desk service. Manage reservations to ensure there are no conflicts. Process members' bills for various club activities.

FRONTLINE CASHIER/CUSTOMER SERVICE | REI-SANTA FE | APRIL 2015 – APRIL 2016

- Maintain friendly and upbeat attitude at all times. Help customers with all needs and questions regarding outdoor gear. Assure accuracy and efficiency while cashiering. Answer phone calls and direct to proper department.

Vickie L. Gabin

Recent employment

11/19 - present	Editor/writer for special projects, N.M. Administrative Office of the Courts
12/18 - present	Co-chair, Economic Equity Committee on Housing, Santa Fe National Organization for Women (volunteer)
6/19 - present	Project editor/writer for St. Elizabeth Shelters and Supportive Services (volunteer)
1/17 - 8/18	Case Manager, St. Elizabeth Shelters' Casa Familia Urgent Transition Center for women and families
11/15 - 1/17	Shift Supervisor, Casa Familia, and projects coordinator (fundraisers, assistance with grant proposals, outreach, and other misc. duties)

Recent education

9/16 - 8/18	Workshops and trainings in case management techniques, grant writing, issues relating to behavioral health and homelessness, and housing legislation and policy

Legal employment

1/19 to 3/19	Bill analyst, New Mexico Senate Conservation Committee
4/94 to 6/16	Special Master for the United States District Court, District of New Mexico, in six federal stream system adjudications
1/03 to 12/16	Consultant to the N.M. Supreme Court and presiding state water rights adjudications judge on water rights adjudications and legislative reforms
1/9 - 2/94	House majority leadership bill analyst, Rules and Taxation & Revenue Committees, New Mexico State Legislature

9/91 - 12/94:	Water law litigation and appellate consultant to law firms and selected private clients; water policy research projects; adjunct faculty member, Water Resources Administration Master's Program, University of New Mexico
7/93 - 12/93	New Mexico State Engineer Office contractor for coordination of Rio Hondo Stream System (Pecos River tributary) adjudication
1991 - 1992	Co-author, with Consuelo Bokum and Paige Morgan, *Living Within Our Means: A Water Management Policy for New Mexico in the 21st Century*
2/89 - 10/89	Deputy Division Chief, Legal Division, N.M. State Engineer Office
5/84 - 2/89	Staff Attorney, Legal Division, N.M. State Engineer
8/81 - 2/84	Staff Attorney, Prehearing Division, N.M. Court of Appeals
9/80 - 8/81	Law Clerk to the Honorable William R. Hendley, N.M. Court of Appeals.

Legal education

1974	Temple University, B.A. Cultural & Linguistic Anthropology
1980	University of New Mexico, J.D., Emphasis in Natural Resources
1989, 1991	Substantial mediation and negotiation training

Kate Cleaver
Santa Fe, NM

EDUCATION

Columbia University — New York, NY — Master of Social Work, 2019.
Advanced Generalist Practice and Programming method concentration; Family, Youth and Children's Services field of practice. Advanced standing.

New Mexico Highlands University — Las Vegas, NM — Bachelors of Social Work, 2016. Summa Cum Laude. Phi Kappa Phi academic honor society.

WORK

New Mexico Coalition to End Homelessness — Santa Fe, NM — Coordinated Entry Team Lead, Summer 2019 to Present
Project manager of New Mexico's Coordinated Entry housing system for the Balance of State. Oversees general system in addition to developing new youth and domestic violence specific projects.

Las Cumbres Community Services — Santa Fe, NM — Family Navigator, Spring 2017 to Summer 2018
Provided intensive, in-home case management services to families being investigated by New Mexico's Children Youth and Families Department. Completed assessments, service plans, and referrals. Provided crisis intervention.

Esperanza Shelter — Santa Fe, NM — Family Advocate, Summer 2016 to Spring 2017 Provided direct service to survivors of domestic violence residing at the shelter. Intensive case management, crisis intervention, emotional support, and domestic violence education.

INTERNSHIPS

Fiver Children's Foundation — New York, NY — MSW Intern, Fall 2018 to Spring 2019 Designed and implemented after-school programming for middle schoolers from low-income neighborhoods. Designed program evaluation and case management instruments to be implemented by future staff.

Southwest Care Center — Santa Fe, NM — BSW Intern, Fall 2015 to Spring 2016 Worked with behavioral health, case management, and outreach teams at HIV/AIDS treatment center. Co-facilitated group for long term survivors of initial outbreak.

INTERESTS

Anti-racist and anti-poverty social work, gender equity, child welfare, harm reduction, gerontology, criminal legal system reform, Michel Foucault, funk, punk, and jazz music, and classic movies.

CARLA BACHECHI

CAREER SUMMARY

Strategic Leader: Growing People, Projects and Organizations

- Over 20 years of broad professional experience in nonprofit leadership, international development, diplomacy, business and law – working with both small and complex organizations in both the public and private sector.
- Innovative, dynamic and forward-thinking leader with an entrepreneurial nature and proven experience in leading multifaceted projects, complex processes and high performing teams.
- Strategist with a grounded lens and approach, able to quickly assess needs, prioritize resources, build capacity and move projects and teams forward.
- Coalition builder with strong advocacy and communication skills; adept at finding common ground, building dynamic partnerships and creating networks and coalitions.

PROFESSIONAL EXPERIENCE

NEW MEXICO LEGISLATURE - FINANCE COMMITTEE **2019 to Present**

- Conduct policy analysis and oversight.
- Develop budget priorities and make and defend policy and budget recommendations.
- Testify in front of state legislative committees and other entities on issues related to New Mexico's children, youth and families and work force solutions.
- Influence state agencies to develop meaningful performance monitoring, stay within budget, seek non-state government sources of revenue, and ensure mission specific prioritization.
- Analyzing legislation for fiscal and policy impact.

MERCY CORPS – "YES" PROJECT DIRECTOR **2017-2018**

Directed Mercy Corp's Youth Empowered for Success (YES!) Program working to create employment and entrepreneurship opportunities for young people in Kenya, Uganda, Liberia, Nigeria and Tunisia.

- Over 20,000 youth engaged and new income opportunities created through private sector linkages, access to financing, training in employability and entrepreneurship skills.
- Directed the program's strategic planning, program design, implementation, financial management and evaluation.
- Led a diverse team of 15 professional staff across the five-country program.
- Cultivated grantee and funding partnerships and built collaborative relationships with local governments, civil society organizations and both local and international NGOs to expand the reach and impact of the programs.
- Managed a multi-million budget across 5 countries; ensuring financial and reporting compliances.
- Spearheaded the development of private sector partnerships and investments in "Innovation and Digital Partnerships" to advance opportunities for the creation and application of technology enabled employment solutions.
- Directed the Program's overall monitoring, evaluation and research efforts to generate rigorous learning products and inform program strategy; leveraging the most impactful approaches and programmatic initiatives.

GIRL RISING – ENGAGE PROJECT DIRECTOR **2015-2017**

Directed multi-country (DRC, Nigeria and India) USAID-funded public-private partnership designed to build awareness around the benefits of girls' education.

- Led strategic planning, communications and program design to develop country-specific interventions

that addressed barriers and social norms that inhibit access to girls' education using the combined power of film, strategic communications, social mobilization and advocacy.
- Headed product development and training initiatives, including the development of new adaptations of the original Girl Rising movie, original video and radio content, discussion guides and educational materials for use in northern Nigeria, India and the DRC.
- Facilitated innovative partnerships with local and international NGOs, media, and the private sector to leverage opportunities for synergy and delivery of the project at scale.
- Led a diverse and dispersed team, including support staff in New York, in-country program teams, partners and expert consultants in the DRC, northern Nigeria and India.
- Managed a budget of over 6 million; overseeing expenditures, reporting and compliance with USAID's financial standards and monitoring protocols.

OPEN A DOOR FOUNDATION – PROGRAM DIRECTOR **2015**

Directed and spearheaded all program activities and initiatives, including scholar services for new and current scholars in the United States, Rwanda and Cambodia.
- Provided overall leadership for all scholar and mentor development activities, recruitment and training.
- Managed day-to-day operations, provided technical direction for program activities and supervised program coordinators in Cambodia and Rwanda.

UNITED NATIONS FOUNDATION – PROJECT DIRECTOR **2013-2014**

Director for U.S. Consultations on Post-2015 Millennium Development Goals

In 2013, the U.N. Secretary General asked the United Nations Foundation (a public charity created in 1998 by Ted Turner to support the work of the U.N.) to produce a U.S. consultation program to promote greater U.S. participation in the global dialogue on the Post-2015 Millennium Development Agenda.
- Working independently with limited resources, designed, developed and led a nation-wide program – facilitating interactive events in 12 cities across the U.S. and bringing together over 1000 participants.
- Collaborated with and expanded the reach of the U.N.'s "MyWorld" social media campaign.
- Prepared and published a comprehensive report summarizing the results of the consultations – presented to the United Nations at the Convention on the Status of Women in March 2014.

U.S. STATE DEPARTMENT – FOREIGN SERVICE OFFICER **2006-2012**

As a diplomat in the Foreign Service, served abroad in three U.S. Embassies and Washington D.C. as part of the standard rotation of officers every 2-to-3 years. Managed assignments in a number of different areas, gaining valuable experience across several critical sectors.

Acting Director INL Section, U.S. Embassy El Salvador (2012)

Managed $10M Portfolio of Security Sector Programs

Established a new Embassy section to develop and accelerate the impact of a rapidly expanding portfolio of security sector programs – budget had grown from $500,000 to over $10 million.
- Consolidated operations, retooled programs and developed new initiatives to advance policy goals.
- Created a strategic plan to measure and evaluate performance and guide future investments.
- Created a new management and staffing structure to improve processes and guide organizational.
- Built strategic partnerships and promoted collaboration to identify priorities and leverage resources.

Program Officer for Central America, Washington D.C. (2011)

Primary action officer for the Central America Security Experts Group
- Directed an initiative to coordinate foreign assistance to Central America among U.S. interagency partners and across 13 foreign governments.
- Managed program development, budgeting, monitoring and evaluation.
- Drafted speeches and public announcements and coordinated multi-lateral events to promote cooperation and coordination of assistance efforts in the region.

Vice Consul, U.S. Embassy Chile (2009 to 2011)
Chief of the American Citizen Services Section and Immigrant Visa Unit and Fraud

- Provided a full range of consular services to both Chilean nationals and U.S. Citizens.
- Managed a professional staff of more than 20 locally employed staff and professionals.
- Developed a communication strategy to announce new and changing service options, including web-site updates, out-reach presentation, web-chats and radio interviews.
- Control officer for executive and legislative visits, including President Obama's visit in March of 2010.

Political/Economic Officer, U.S. Embassy Nepal (2007 to 2009)

- Significantly expanded the Embassy's network of diverse stakeholders to create access to strategic input and collaboration – created private sector investors group and worked closely with the Women's Entrepreneur Association.
- Oversaw initiatives and created innovative partnerships to promote economic growth, public health, conflict management, cultural preservation, human trafficking, gender-based violence, legal equality and financial solutions to support sustainable livelihoods for Nepali women.
- Spearheaded portfolio of programs to improve the status of women in Nepal.
- Directed $1 million grant program to combat human trafficking.
- Spearheaded public awareness initiatives – including an annual film festival.
- Led a donor coordination effort to share best practices, manage resources and support research.

ABA RULE OF LAW INITIATIVE, MACEDONIA - COUNTRY DIRECTOR **2005/2006**
Directed $1 million USAID-funded human rights and rule of law initiative

The ABA Rule of Law Initiative (ABA ROLI) is an international development program that promotes the rule of law by working with in-country partners to build sustainable institutions and societies that deliver justice, foster economic opportunity and ensure respect for human dignity.

- Principal country representative – managed programs, staff, operations, finance and external relations.
- Exceeded program goal by over 20% - obtaining citizenship for over 2000 beneficiaries.
- Built partnerships and strengthened the capacity of local community organizations and leaders to support and sustain impactful projects. Won continued funding for several local partners.

EDUCATION

- **Harvard's Kennedy School** "Women and Power" 2014
- **University of New Mexico** – MBA 2000
- **Tulane Law** – JD 1994
- **Georgetown University** – BSFS 1988

PUBLICATIONS & AWARDS

- An American Conversation on the Post-2015 Development Agenda
- Peace VERA award for interviews with Afghan Fast Runners 2014
- U.S. State Department's Trafficking in Persons Report - Nepal Country Report 2008/2009
- Featured author: "Crossing Cultures with the Peace Corps: Letters from the Field."
- U.S. State Department Meritorious and Franklin Awards (2008 & 2012)

City of Santa Fe, New Mexico

memo

Date: October 20, 2020

To: Mayor Alan Webber and City Council

From: Alexandra Ladd, Director
Office of Affordable Housing

Re: Request to Publish Notice of Public Hearing for the CDBG 2019-20 CAPER

ACTION REQUESTED:
Approve publication of a Notice of Public Hearing for the November 10, 2020 City Council meeting. The purpose of the public hearing is to solicit public comments and discussion on the 2019 – 20 CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REVIEW (CAPER).

BACKGROUND:
The Community Development Block Grant (CDBG) requires that the Consolidated Annual Performance Evaluation Review (CAPER) is submitted to United States Department of Housing and Urban Development (HUD) 90 days after the end of the program year. Due to administrative delays related to pandemic restrictions, HUD extended the deadline for submittal to 180 days. The report details accomplishments of CDBG-funded subrecipient activities as well as the financial status of the CDBG for the prior funded year.

ITEM AND ISSUE:
The City's CDBG Citizen Participation Plan, required by HUD, requires that Santa Fe residents be given adequate time to review the City's use of CDBG funds. As part of this effort, the City makes the CAPER available for a 15-day public comment period, presents the Plan at public meetings and holds a public hearing prior to submitting the CAPER to HUD. Because of restrictions related to the COVID-19 pandemic, paper copies are not available this year unless upon request and all public meetings are broadcast virtually. The public meeting schedule is as follows:

- Community Development Commission public meeting — October 21, 2020
- Request to Publish Notice of Public Hearing at City Council — October 28, 2020
- Finance Committee public meeting — November 2, 2020
- Quality of Life Committee public meeting — November 4, 2020
- Public Hearing at City Council meeting — November 10, 2020

Thank you for approving this request.

City of Santa Fe, New Mexico

memo

Date: October 20, 2020

To: Mayor Alan Webber and City Council

From: Alexandra Ladd, Director
Office of Affordable Housing

Re: Request to Publish Notice of Public Hearing for the CDBG 2019-20 CAPER

ACTION REQUESTED:
Approve publication of a Notice of Public Hearing for the October 28, 2020 City Council meeting. The purpose of the public hearing is to solicit public comments and discussion on the 2019 – 20 CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REVIEW (CAPER).

BACKGROUND:
The Community Development Block Grant (CDBG) requires that the Consolidated Annual Performance Evaluation Review (CAPER) is submitted to United States Department of Housing and Urban Development (HUD) 90 days after the end of the program year. Due to administrative delays related to pandemic restrictions, HUD extended the deadline for submittal to 180 days. The report details accomplishments of CDBG-funded subrecipient activities as well as the financial status of the CDBG for the prior funded year.

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- Quality of Life Committee public meeting — November 4, 2020
- Public Hearing at City Council meeting — November 10, 2020

Thank you for approving this request.

NOTICE OF PUBLIC HEARING
CITY OF SANTA FE
CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REVIEW
(CAPER)

Notice is hereby given that the Governing Body of the City of Santa Fe will hold a public hearing at its regular City Council Meeting on Wednesday, November 10 at 7:00 p.m. for consideration of the Community Development Block Grant (CDBG) 2019-2020 Consolidated Annual Performance Evaluation Review (CAPER). 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 meeting can be heard on radio station KSFR 101.1.

The CAPER is a summary document that reviews Santa Fe's affordable/supportive housing, public service and economic development expenditures that took place in Fiscal Year 2019-2020. The purpose of the public hearing will be to discuss the outcomes reported in the CAPER; solicit public comment; and approve the CAPER for submission to the Department of Housing and Urban Development (HUD).

A draft copy of the CAPER will be available for review from October 26, 2020 through November 10, 2020 on the City's website: https://www.santafenm.gov/hudrequiredreportingandplans. Due to Covid-19 restrictions, paper copies are only available for review upon request. Call (505) 316-4634 or email tocandelariamartinez@santafenm.gov for questions or comments.

The City's TTY/TDD number is 955-6897. Persons with disabilities in need of accommodations may contact the City Clerk's Office at 955-6521, five (5) days prior to meeting date for auxiliary aids (ASL interpreters, Braille large print documents, audio recordings and audio amplifiers). Language interpreters for Limited English Proficiency (LEP) individuals can be made available upon request for the Public Hearing.

_____
Yolanda Y. Vigil, City Clerk

Received by the New Mexican
Date: _____
To Be Published:_____

The New Mexican (Signature): _____

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Consolidated Activity Performance and Evaluation Report (CAPER)

July 1, 2019 - June 30, 2020

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SUBMITTED BY:

City of Santa Fe
Office of Affordable Housing
P.O. Box 909
Santa Fe, New Mexico
87504-0909
Phone # (505) 955-6607

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

The City of Santa Fe's focus throughout the program year was to improve and sustain affordable housing, rental, homeownership, and economic opportunities for low- to moderate-income households in Santa Fe, as well as address the needs of those experiencing homelessness or at risk of becoming homeless, while aligning housing opportunities with emerging needs. The City acomplished this by administering program funds to service providers, supporting collaboration and strategically applying resources to community needs. To meet these housing goals, the City utilized the *2018-2022 Consolidated Plan* and its Five-year Plan which assesses housing need in Santa Fe and provides recommendations for addressing the needs.

The housing needs analysis portion identifies mismatches in supply and demand for all households in Santa Fe, according to a gaps analysis, comparing the demand for and supply of housing by income level:

- The greatest need is for rental units priced between $375 and $500 per month, serving renters earning between $15,000 and $20,000 per year;
- 2,435 households earn less than $25,000 and are considered cost burdened and unable to find affordable rental units;
- Over 400 homes reported as in substandard condition (incomplete kitchen/plumbing facilities) and are in probable need of rehabilitation;
- Support for long-term affordability and accessibility for current homeowners is a growing need.

Additionally, the COVID-19 global pandemic highlighted the need to immediately house people without shelter or safe places for quarantine. To this end, the City converted student housing into a shelter facility for homeless people and worked closely with regional partners to also provide a place for people to be discharged from hospitals (either because of COVID or other illnesses), recovery programs and detention centers. This enabled local shelters to keep their population density low enough to maintain proper social distancing for their guests. The other ways in which the City responded was to increase outreach through its mobile integrated health office (MIHO) to encampments, widespread distribution of PPE and other safety equipment, and transitioning to an online working and meeting environment to protect the health and safety of its employees.

The 2019 Action Plan identified the following goals as they related to HUD-mandated objectives and outcomes for its upcoming housing and community development activities. Accomplishments are summarized below.

Goal: Reduced rate of cost burden and corresponding drop in poverty rate for homeless households and those at risk of becoming homeless.

- SFPS Adelante served (3443) homeless students and their families by providing referrals to housing resources as well as assistance with counseling, education, food and clothing;
- Interfaith Shelters provided services to (172) homeless individuals through the Summer Safe Haven, a shelter for homeless women and their children;
- Youth Shelters and Family Services provided outreach services and referrals to (199) homeless or at risk for homelessness youth.

Goal: Expanded inventory of rental units and vouchers to meet increased needs of renters with very low incomes:

- The Santa Fe Civic Housing Authority completed planning, predevelopment, and environmental studies to support the rehabilitation of the Villa Consuelo apartments which provide 100 units for very low income renters, most of whom are elderly;
- New Mexico Interfaith Housing Corp broke ground on 65 units of affordable rental housing, 100% solar powered, that will set aside 12 units for very low income renters (<30%AMI);

Goal: Increased homeownership opportunities and support for long-term affordability and accessibility for current homeowners

- Homewise assisted a total of sixteen (16) homebuyers with mortgage principle reduction loans, using a combination of reprogrammed funds and program income;
- Habitat for Humanit rehabilitated thirteen (13) homes;
- Homewise rehabilitated six (6) homes using program income;
- Housing Trust assisted a total of four (4) homebuyers with mortgage principle reduction loans, using program income.

Goal: Alignment of housing opportunities with emerging needs

- Youth Shelters and Family services installed a security system for the children and youth emergency shelter serving (33);
- Casa Cielo, a residential care facility that provides end-of-life care for very low income people served fourteen (14) guests.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
GOAL #1 Increase Opportunities for At-Risk Populations	Affordable Housing Public Housing Homeless	CDBG: $21,660	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	1225	237	19.35%	245	33	13.46%
		CDBG: $60,636	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	750	1468	195.73%	150	3,675	2,459.33%
		CDBG: $28,000	Homeless Person Overnight Shelter	Persons Assisted	1000	215	21.50%	160	172	107.50%
GOAL #2 Increase Affordable Rental Housing Opportunities	Affordable Housing	CDBG: $0	Rental units constructed	Household Housing Unit	250	87	34.80%	50	0	0.00%
		CDBG: $47,100	Rental units rehabilitated	Household Housing Unit	200	28	14.00%	100	0	0.00%
		CDBG: $0	Housing for Homeless added	Household Housing Unit	50	0	0.00%	50	0	0.00%

GOAL #3 Increase Affordable Homeowner Opportunities	Affordable Housing	CDBG: $124,715	Homeowner Housing Rehabilitated	Household Housing Unit	130	21	16.15%	11	17	154.54%
		CDBG: $188,000	Direct Financial Assistance to Homebuyers	Households Assisted	50	26	52.00%	12	16	106.66%
GOAL #4 Align Housing Opportunities With Emerging Needs	Affordable Housing Non-Homeless Special Needs Non-Housing Community	CDBG: 0	Public Facility/ Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	2800	0	0.00%		0	0.00%
		CDBG: $21,660	Public Facility/ Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	1225	237	19.35%	245	33	13.46%
		CDBG: $60,636	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	750	1468	195.73%	150	3,689	2,459.33%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The global health pandemic and economic downturn has abruptly expanded the City's priorites. An amendment to the 2019 Action Plan was accepted by HUD to deploy CARES Act funding in direct support of people experiencing homelessness. Specifically, the City converted vacant student housing at the Midtown campus (owned by the City) into housing for people who would otherwise be living on the streets or in homeless encampments. This achieved two goals: keeping the population density low at local shelters so that social distancing protocols could be maintained; providing a place for people to quarantine if they are vulnerable to infection and don't have a safe place to live or those with symptoms or COVID-positive to safely quarantine. Importantly, the Midtown shelter also accepts people discharged from hospitals, recovery programs and detention centers who would otherwise be back living on the streets. The residents of the shelter receive three meals/day, referral to support services and case management, and basic health monitoring.

In a normal year, the highest priority in Santa Fe's plan is to serve the entire continuum of housing and related public services needs from the homeless to the homeowner. Since the majority of the program year progressed before COVID disrupted the community, expenditure of funds reflected the City's usual priorities. Goal #1 was exceeded through the improvement of a public facility to modernize security systems, serving (33) youth through winter months with temporary shelter. Public services were projected to reach (150) individuals for the program year and instead reached (3,642) through outreach to homeless youth (199) and support services for elementary school students whose families are experiencing homelessness (3,443). The goal for providing overnight shelter was expected to serve 200, which was partially achieved by serving 172 homeless women. Goal #2 was partially achieved through the predevelopment phase of a major rehabilitation project of 100 rental units, serving renters with low incomes. At project completion the achievement will be reported. Goal #3 was achieved using CDBG funds – 16 households were served through downpayment assistance, with 13 households served through home repair services although they were partially curtailed due to restrictions related to the stay at home order which restricted work within individual homes. The achievements reported for Goal #4 mirror those for Goal #1, reflecting the overlap of homelessness continuing to be an emerging issue for Santa Fe, including the provision of end of life care for 14 homeless people in a medically supervised, home care setting.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	3,458
Black or African American	103
Asian	11
American Indian or American Native	230
Native Hawaiian or Other Pacific Islander	3
Total	**3,805**
Hispanic	3,192
Not Hispanic	613

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The racial and ethnic composition reported for CDBG program sub-recipients represent cumulative annual data collected that represents a total of three thousand eight hundred and fifty eight (3,805) recipients of CDBG program services. Of this number, the self-identified racial and ethnic statuses are shown in the table above. The number of people served, particularly through Adelante's School Liaison program was over twice as much as what had been proposed. This huge increase was attributed to families losing jobs at the onset of the public health order in March and seeking support services through the program. The SFPS District, of which Adelante is a subsidiary organization, was proactive in using its resources to continue feeding students and their families who qualify for free lunch.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	2,049,053.02	959,893.78
Other	public - local	652,100	576,100

Table 3 - Resources Made Available

Narrative

Resources made available for CDBG projects for FY 2019 totaled 2,049,053.02The City was awarded entitlement funds of $659,051 for FY 2019. Program Income generated by Homewise Home Repair and Home Purchase programs totaled: $283,498.63 through Q4 of 2019-2020 PY of which $283,498.63 was expended. Program Income generated by the Housing Trust mortgage reduction assistance programs totaled: $75,000.00, through Q4 of 2018-2019 PY of which $75,000 was expended Total expenditures of CDBG funds reported in 2019-2020 PR26 reflect program income for housing, public services and public facilities provided were 959,893.78.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Citywide		100	Citywide

Table 4 – Identify the geographic distribution and location of investments

Narrative

In any given program year, the City of Santa Fe does not prioritize allocating funds and supporting programs geographically, due to the City's lack of population density relative to its size. For the past three program years, no single Census Tract was earmarked for serving its LMI population. Instead, the City focuses programs on the household income or an identified characteristic of the participants and/or recipients of assistance. For example, mortgage reduction assistance is provided based upon the homebuyer's income rather than the location of the home. Likewise, public service programs for at risk youth serve the citywide population, rather than those youth living in a specific census tract. This description has been reported in previous years and that priority remains. However, on occasion, a project proposal will be accepted because allocating funds at that site will also ser ve other community development goals.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City of Santa Fe's model of service delivery is to pass through most federal funds to subgrantees, who provide the services. This ensures that services are furnished in the most efficient and relevant manner possible. Additionally, the City strives to leverage local funds to ensure that effective and important local services continue to be provided in our community, regardless of the status of federal funds. The City's nonprofit partners estimate that every dollar of federally-funded mortgage reduction assistance leverages $14 of funding from other state, local, and private sources. Both the Housing Trust and Homewise are CDFIs and actively leverage funds from HOME, Fannie Mae secondary market loans, state-funded mortgage products allocated through the New Mexico Mortgage Finance Authority, Low Income Housing Tax Credits (The Housing Trust), solar tax credits, Federal Home Loan Bank of Dallas' Community Investment Programs, bank and foundation investments, and other DOE funds as well as having substantial organizational resources to use for real estate development and to support programmatic goals. Likewise, the supportive housing providers in Santa Fe are also well-leveraged and use CDBG funds to expand on their missions very effectively.

The units owned and operated by the Santa Fe Civic Housing Authority are located on city-owned land which is controlled by long-term leases. The units are rented to income-qualified renters, many of them very low-income seniors. At any time during the year if the City determines that donating and/or using City-owned property will benefit a proposed project that will serve the priority needs and funding objectives outlined in this plan, the City will do so as allowed under the NM Affordable Housing Act.

During the program year, a five acre parcel of land on the City-owned public works yard donated to the New Mexico Interfaith Housing Corp, leveraged a large LIHTC award. The donation of land plus fee waivers provided by the City for utility hook up costs, application, development review, and building permit fees were waived, in accordance with the City’s land use code. The total value of the donation was over $2,000,000, representing a leverage ratio of 1:10, based on the project’s total cost of $20,000,000, $13m of which is funded through the Low Income Housing Tax Credit program. In June 2020, ground was broken on the project with full build out by mid-2021. At completion, the project will offer 65 units, affordable to renters earning no more than 60%AMI, with 12 units set aside for very low income renters (earning less than 30%AMI). It is anticipated that some of these renters will be transitioning out of homelessness or near homelessness. The units are designed to accommodate live/work

activities, particularly related to those who are self-employed, entrepreneurs, and/or engaged in a creative industry. To meet other community development goals, the project will also feature a community resource center with retail, exhibition and performance space. It is the first LIHTC project in New Mexico that will be 100% solar-powered.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	10	0
Number of Non-Homeless households to be provided affordable housing units	60	20
Number of Special-Needs households to be provided affordable housing units	3	0
Total	**73**	**20**

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	50	0
Number of households supported through Rehab of Existing Units	51	17
Number of households supported through Acquisition of Existing Units	10	20
Total	**111**	**37**

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

Goals: The one year goal of providing affordable housing units to otherwise homeless individuals was not accomplished through the creation of permanent supportive units. However, for the final quarter of the program year, the City provided transitional shelter beds to over 100 people who were homeless or precariously housed to keep them safe during the COVID-19 global pandemic. Emergency funds were deployed from local sources that paid rent and arrears for 60+ households. An amendment to the 2019 Action Plan will deploy CARES Act funds to create longer term support for these individuals during 2021, leading to permanent housing for many of them.

Other types of support services and referrals connected to shelter services were provided for an increased number of individuals in need of support services due to the pandemic. Adelante provided (3,443) homeless individuals with resource-linking and direct services, an accomplishment three times what was proposed. Youth Shelters and Family Services provided (195) homeless or at-risk of homelessness youth with resource-linking and direct services, and the Interfaith Shelter provided (172) women and their children with shelter services throughout the summer months of 2019. The data reported in the next goal of non-homeless households to be provided affordable housing units represents home repair for low/mod income-households (17), construction began on 65 units of affordable rental units, with another 45 units completing pre-development land use approvals, rehabilitation was initatied on another 100 rental units; and 20 mortgage principal buydown loans were provided to assist homebuyers. The failure to meet the goal of serving the non-homeless is related to the great demand for housing and lack of affordable supply in Santa Fe right now.

Discuss how these outcomes will impact future annual action plans.

The outcomes of FY 2019 will impact future CDBG funding allocations in that there will be increased demand for emergency rental support services and prevention of foreclosure and homelessness. The global pandemic has exacerbated the housing instability of lower income renters, as well as homeowners as people have lost jobs and income. There will be increased need to not only shelter individuals but to provide permanent supportive housing options to keep them housed. Mortgage reduction assistance is always a big need and helps to offset high market values. It remains to be seen how the current limitations on for-sale inventory will be amplified as the pandemic continues to put pressure on all parts of the housing market. Increased focus will target the construction of new, affordable rental units as well as home repair to preserve and maintain existing affordable housing stock. Continued priority will also be given toward public services that provide systemic solutions through education, as well as mitigation efforts with homelessness, and at-risk for homelessness service programs.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	3,815	n/a
Low-income	15	n/a
Moderate-income	15	n/a
Total	**3,845**	**0**

Table 7 – Number of Households Served

Narrative Information

A total of (3,845) individuals were served, of which (3,815) were identified as extremely low income. This achievement is reflective of the vital role served by CDBG funds in Santa Fe to meet the

needs of individuals and families who have very few options for support. All programs included outreach and services provided for those households and individuals with worst case housing needs, paying more than half of their income for rent, those living in seriously substandard housing, to include those without a home, or those who have been involuntarily displaced.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The global pandemic has greatly amplified the City of Santa Fe's desire to end homelessness. Converting student housing into shelter beds at its Midtown campus property demonstrated that providing long-term, safe and supported housing is the first step to ending a person's homelessness. In the upcoming program year, the City expects to further mobilize CARES Act funds to continue supporting this shelter facility, which is run by a newly created nonprofit called "Consuelo's Place". Additionally, the City will leverage local investment to make possible the purchase of multiple motel properties to be converted into permanent supportive housing. An important aspect to the evolution of the City's approach to ending homelessness is the coordination of a sytem-wide framework to ensure that outreach and coordinated entry sytems are truly effective.

All of the city's nonprofit partners who work with homeless persons have extensive outreach activities to include veterans, their families and unaccompanied youth. The Resource Opportunity Center (ROC), once called Pete's Place, is part of the existing Interfaith Shelter and offers emergency beds in winter, meals and clothing as well as veteran's resource services and housing linking. Most importantly, the organization brings together outreach coordinators to provide information about available services. Medical care, job counseling, meals, clothing, transportation are a few of the services provided at the ROC, which is partially funded through local funds allocated through the City's Human Services Division. In response to direct community need, Interfaith proposed the Women's Summer Safe Haven when shelter staff and first responders noted that women were particularly vulnerable on the streets during summer months when the shelter is closed for the season which resulted in the funding of a summer shelter for women and their children.

The City used CDBG funds to support Youth Shelters and Family Services during the program year to expand the hours of its drop in center and to support an outreach worker. This service is critical both for youth living on the streets but also to provide referral services and support for youth trying to reconnect with family or obtain safe, permanent living situations. Typically, over 600 unaccompanied youth are reached annually through this program. Yet, the year of 2019 saw a reduction in this number, believed to be due in part to the collaborative efforts and networking that the Built for Zero program and Continuum of Care participating organizations are bringing to the community in the way of providing coordinated entry points and linkage in order to optimize systemic homelessness strategies. The biggest reason fewer youth accessed services was that the pandemic kept people fairly immobile and not able or willing to seek services.

Another way that families experiencing homelessness are assisted is through the Adelante program

which provides referrals to services, school supplies, food, clothing and other supports to students enrolled in Santa Fe Public Schools and their families. CDBG funds were used to expand staff hours which enabled the program to serve over 3,443 individuals in need, a much higher number than in previous years due to the economic shutdown related to the pandemic.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City works in partnership with many non-profit organizations who provide a wide range of services to prevent "at-risk" populations such as unaccompanied youth, battered families, people with disabilities, veterans and seniors from becoming homeless. Another objective is to help existing homeless populations obtain safe, affordable and sustainable housing opportunities as well as needed services such as health care, transportation and counseling. These activities necessarily run along a continuum of housing program options that range from emergency shelter services to transitional housing and permanent supportive housing services to the new construction of mixed income and mixed use affordable rental development projects. Currently the City, through its community partners supports emergency and transitional housing programs for homeless individuals, families with children, veterans, and unaccompanied youth.

The City of Santa Fe also works closely with the New Mexico Coalition to End Homelessness to coordinate services for homeless individuals and families. NMCEH operates a statewide system of coordinated assessment where every homeless family and individual is given an assessment based on the nationally recognized VI/SPDAT (Vulnerability Index/Service Prioritization Assessment Tool). The results of the assessment are used to refer homeless people to the type of housing that best fits their needs and the assessment is used to create a prioritized list with chronically homeless people at the top of the list for permanent supportive housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City relies on its network of community partners to facilitate coordination of services and ensure that those vulnerable to homelessness don't "fall through the cracks". A Homeless Task Force was convened in 2017 to analyze and provide recommendations to the Governing Body "to ensure that homelessness is prevented whenever possible or is otherwise a rare, brief and non-recurring experience." In line with the draft recommendations of the report, in 2018 rapid rehousing was proposed as a an immediate response to stabilize the housing situations of those experiencing homelessness and discharged from public institutions and systems of care. During the program year, the City continued its work with the Built for Zero initiative, a nationally recognized, evidenced-based

program which provides strategies and solutions for eliminating chronic homelessness. Implementation of the program begins with the identification of every homeless person in the City, followed by a coordinated plan with non-profits and service providers to target the specific needs of each identified individual. The goal is to provide linkage to housing for each identified homeless individual, as well as the services required, uniquely suited to their situation, and eliminate the chronic homelessness populations together as a community by 2021.

The use of Rapid Rehousing is limited by its applicability to the household in need. Life Link, the City's primary partner in administering rapid rehousing assistance, assesses each household at intake. For those with fewer barriers, rapid rehousing provides support until the household either increases income or benefits and can manage the housing expense independently. For some homeless households, rapid rehousing resources can be used to stabilize short term housing situations until a permanent supported housing unit becomes available without jeopardizing their eligibility status. Life Link and other rapid re-housing providers emphasize ongoing case management and referral to other services (employment, education, job training, budgeting, health care/insurance, food, transportation, etc.) so that when assistance ends with one program, the household is poised to enter another program if independence has not been achieved. It is likely that in the near future, local resources will need to be deployed to further support this type of assistance, given the pandemic-related and greatly increasing housing instability of low-income households.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

For chronically homeless households, the service delivery system relies on a network of housing providers, and services coordinated through the Continuum of Care, the City's funding cycles (through the Children and Youth Commission, the Human Services Commission and the Community Development Commission), and other regional efforts. Upon intake each homeless or at-risk household is assessed to determine whether they qualify for rapid rehousing or whether their needs are more intensive. If the household has few barriers then they can use rental assistance until they are able to manage the housing expense on their own- either through income or an increase in benefits. Extensive outreach activities include veterans, their families and unaccompanies youth.

The Resource Opportunity Center (ROC) once called Pete's Place in the existing Interfaith Shelter offers emergency beds, meals, and clothing as well as veteran's resource services and housing linking for veterans and their families as well as unaccompanied youth. Homeless individuals or families can also use Rapid Rehousing to get out of the shelter system and into housing without losing their homelessness status (dependent on the funding source). It is the responsibility of the Case Manager to be

knowledgeable about housing programs and other resources in the community and to work closely with the household to identify areas that need support which include but are not limited to: permanent supported housing, employment, education, job training, budgeting, health insurance, food, transportation, and support services. Another aspect once a household is stabilized is to continue working with case management so that that housing stability is maintained when assistance ends or circumstances change.

The City has worked closely with the Santa Fe Community Housing Trust to develop three apartment communities - Village Sage (60 units), Stagecoach Apartments (60 units) and Las Soleras Station (87 units) where 25% of the units are set aside for people exiting homelessness. On-site support services and referral to other service providers is also provided. Additionally, by the end of 2021, Siler Yards will offer 65 units of affordable rental housing, in collaboration with a community resource center and economic development initiatives. The City has contributed financially in various ways to each of these projects.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The Santa Fe Civic Housing Authority (SFCHA) is the public housing agency in Santa Fe. As previously reported, it oversees 490 units of public housing, and manages 670 Section 8 vouchers in Santa Fe. There are a total of 369 units for seniors and 121 units for families. Over 400 people are on the public housing waiting list, and close to 200 people on the Section 8 Voucher waiting list for Santa Fe. SFCHA receives approximately 40 applications per month for public housing. The application window is closed when 400 are reached. With only 6 to 8 families and/or individuals coming out of the program each year, new openings are extremely limited. This year is particularly challenging as the turnover for vouchers and units is practically nonexistent because of the pandemic.

The Housing Authority is considering moving towards site-based or site-driven wait lists, which better supports applicants so that the Authority doesn't have to turn an individual or family down because of location, school district or other limiting factors, and to avoid having to send an individual or household back down to the bottom of the list again.

Newly refinanced properties are being systematically renovated to address long-term deferred maintenance issues. The City of Santa Fe assists this process by donating the lease value of the land on which the units are sited which is city-owned and providing fee waivers when possible. Villa Consuelo, a 100-unit Senior housing apartment complex, was partially funded by the City's CDBG entitlement grant in 2019 for complete rehabilitation and energy efficiency improvements, estimated for completion in 2020.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The Santa Fe Civic Housing Authority continues to run a Family Self-Sufficiency Program which supports self-sufficiency with the eventual goal of becoming viable homeowners. The family enters into a five-year Contract of Participation with the Housing Authority and sets specific goals to be achieved over the term of the Contract. As part of the Contract, the Housing Authority opens an escrow account for each participating family and any time there is an increase to the family's earned income during the term of the Contract, money is deposited into the family's escrow account. Upon successful completion of the Program, the family receives the balance in their escrow account to use for home ownership and educational goals.

Actions taken to provide assistance to troubled PHAs

The PHA is not designated as troubled.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

Disproportionately, those who are most heavily cost-burdened, have the lowest incomes. The City of Santa Fe is reviewing its policies and practices to mitigate barriers to housing development--particularly affordable housing development. A review of city housing policies and land use and zoning regulations identified concerns in 2016, as well as in the 2017 ACH, namely stakeholders raising concerns about inconsistent and unpredictable development approval decisions and “NIMBYism” (acronym for "Not In My Back Yard") affecting approvals. According to stakeholder interviews and private sector focus groups there is a stigma associated with affordable housing developments and neighborhood associations make strong efforts to impede affordable development.

In 2014 and presented to the public through 2018 -2019, the City provided several outreach materials regarding housing laws including the Federal Fair Housing Act, the New Mexico Uniform Owner Resident Relations Act (UORRA) and the NM Mobile Home Act. Often non-English speakers are further affected by not being aware of the rights and protections to which they are entitled under these laws. The outreach materials consist of Fair Housing Frequently Asked Questions brochures in English and Spanish and a tenant rights “Novella” with distribution continuing throughout the year. The City works with Spanish speaking fair housing advocates that actively meet with numerous local small businesses and non-profit organizations that distribute fair housing literature published by the City and describe tenant rights.

The City of Santa Fe has been exploring efforts to potentially redevelop several of its underused corridors that have infrastructure and could support rental housing. The advantage to these areas is tht don’t have existing residential neighbors concerned about higher density housing developments, while also providing easy access to transportation. These include the Siler Road corridor and the Midtown Local Innovation Corridor District, or Midtown LINC, on St. Michael’s Drive. Also, the City works closely with the newly formed “Santa Fe Housing Action Coalition” which brings together industry group organizations (housing providers, homebuilders, realtors, architects) and members of the public to implement outreach and education efforts about affordable housing and to lobby for recurrable funding sources.

Recognizing that one size does not fit all, a new fee-in-lieu menu of options for developers was adopted in December of 2019 to ease the barriers to multi-family rental development. The inclusionary zoning ordinance allows multi-family developers of rental housing to pay a fee-in-lieu by right, rather than incorporating subsidized units on-site. Fees are established on an "affordability gap" basis, estimating the difference between an affordable rent, affordable to 50 - 60%AMI, and HUD's Fair Market Rent. Additionally, the ordinance amendments increased incentives available to Developers to encourage the

set aside of rent-restricted units. In the upcoming program year, one project will break ground with affordable units included on site.

Revenues generated through the fee in lieu of program are used to fund a rental assistance program for tenants that can be used citywide and does not have high requirements for eligibility. The assistance could be used for a variety of needs - rent, utilities, rental/utility arrears, rental deposits, etc. Another objective is to remove a financing barrier for multi-family housing with the expectation that the development of multi-family units will also loosen up some of the demand for existing units, stemming rising rental rates but also providing more options for voucher holders to use their subsidies. As with any revenue generated or earmarked for affordable housing, use of the funds is dictated by city code and must be compliant with the NM Affordable Housing Act.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

As reported, the projects that were funded and executed through CDBG and local funds increase the availability of affordable housing to low and moderate income households. Furthermore, the City has actively supported the development of several LIHTC multi-family properties with local funds and through the donation of City-owned land. Soleras Station (87 units) was leased up during the program year and ground was broken for Siler Yards, 65 units of affordable rental housing. All of the properties address the needs of people transitioning out of homelessness, renters with special needs and very low incomes by offering 25% of their units at rents affordable to those earning 30% AMI and less.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

According to the State of NM Department of Health, Santa Fe has low risk factors for lead exposure in children. 9.6% of its housing stock was built before 1950 and in 2011, 0 children in Santa Fe County tested positively for elevated blood levels. More recent studies by the NMDOH identified Santa Fe County as having “low levels” of lead exposure, as cited in the NM Epidemiology Report, April 2017. The Office of Affordable Housing also conducts environmental reviews on all CDBG-funded activities. In cases where individual homes are older than 1978 and may have lead based paint, the subrecipient is required to follow all applicable law to assess the presence of lead and remediate it, if necessary.

As part of their home repair program, Homewise has tested 60 homes for lead since 2002. Of these, only four tested positive, which is 7% of the homes they tested. Extrapolated to the number of homes in Santa Fe built before 1950 (2,499 homes), a rough estimate is 175 homes could contain lead-based paint citywide.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

Given the City's high rate of cost burden, even for homeowners, it is apparent that continued focus on rehabilitation, home repair, and other support services is essential to alleviating poverty in Santa Fe.

Specific programs that CDBG funds supported to reduce the number of poverty level of families in 2019 were:

- Provide Emergency home repair/improvement funding to support 17 low to moderate income homeowners (30 to 80 percent AMI) with home renovations, emergency repairs and energy conservation measures including the purchase of new appliances, retrofits, and solar water heaters;
- Provide donated land, fee waivers and local funds to support the preconstruction work for an affordable rental development of 65 units;
- Support the efforts of local nonprofits and the Santa Fe Civic Housing Authority to build and conserve affordable rental units through fee waivers, below market lease fees and funding for pre-construction services;
- Provide wealth building opportunities and preservation of wealth through mortgage reduction loans (20).

Additionally, in 2019, local funds were used to provide short-term rental assistance for individuals and families experiencing episodic homelessness and/or in danger of losing their current housing situations. As the pandemic took hold, the City further mobilized local resources to help renters with housing costs and foreclosure prevention.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City of Santa Fe continuously carries out the priorities in the *2018-2022 Consolidated Plan* by collaborating with non-profit partners. The City's philosophy is to help build the capacity of community-based service providers, rather than to increase the size of the City's bureaucracy. The City and its staff serve as advocates and coordinators for its partner nonprofits. Another strength of this service delivery model is that a wide array of services is provided with little overlap because of the coordination between City departments as well as between the City and nonprofit partners. This cooperation ensures that services reach those in most need, including homeless families and individuals and those in danger of becoming homeless – veterans, senior citizens, victims of domestic violence, very low-income renters, at risk youth – and people with special needs and disabilities.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City's Office of Affordable Housing coordinates closely with other City departments including the Youth and Family Services Division of the Community Services Department. The Youth and Family Services Division funds emergency housing and community development programs as well as social services and supports a juvenile justice program which provides program planning, service integration, data analysis, and program evaluation to ensure that youth are provided alternatives to detention and

YouthWorks, as well as Youth Shelters and Family Services have provided several programs to integrate

disconnected youth with mainstream educational opportunities, job training and internships, reunification with families, and referral to other support services. Life Link, another of the City's nonprofit partners, provides intake, referral and on-site social services to people with mental illness who are homeless or at risk of becoming homeless. The agency works closely with other governmental, private and nonprofit providers of services. The City's CDBG allocation, its economic development fund and other local funds have supported several of these initiatives. Some beneficiaries of this funding also are recipients of public housing services. The City's CDBG sub-recipients strive to coordinate with the Santa Fe Civic Housing Authority so that outreach activities and some programming is located at housing authority sites.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

In the 2017 Assessment of Fair Housing, the HUD provided Opportunity Indices show that Hispanic populations experience some of the lowest access to opportunity, particularly in the low poverty, school proficiency and labor market indexes. The indicators in Santa Fe that are of most concern are poverty and school proficiency, both of which indicate low access to opportunity. According to stakeholders and residents, lack of access to opportunity is affected by infrequent public transportation services to higher opportunity neighborhoods and destinations outside of core service areas (e.g., county social services office), limited hours and days of operation of some routes, lack of holiday service, etc. As per the 2016 Analysis of Impediments, the City's efforts to address barriers have focused on improving access to fair housing information, enhancing resident knowledge of fair housing rights and empowering residents to take action when they perceive a fair housing violation. These efforts have included:

- Preparation of outreach materials regarding housing laws including the Federal Fair Housing Act, the New Mexico Uniform Owner Resident Relations Act (UORRA) and the state Mobile Home Act. The outreach materials consist of Fair Housing Frequently Asked Questions brochures in English and Spanish and a tenant rights "Novella," both in Spanish and English called "Tino the Tenant"/"Tino el Inquilino", a story about a tenant who shares his own discrimination experiences with a group of acquaintances. Distribution is ongoing throughout the year predominantly in Spanish-speaking and lower income neighborhoods as well as through school liaisons with the Santa Fe Public Schools and community facilities throughout the city.
- The Office of Affordable Housing has participated actively with the newly formed Santa Fe Housing Action Coalition, and sponsored the production of an informational video, with a distribution plan for an outreach campaign to educate the public about affordable housing and fair housing issues
- The City of Santa Fe has committed funding or matched resources (meeting facilities), conditional on finalized budgets, to fair housing consultants to conduct fair housing training for lenders and apartment managers.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The CDBG Administrator monitors program service providers funded by CDBG to ensure compliance with requirements through site inspections and documentation of organizational structures, with applicability to HUD national objectives and scope of work. The City of Santa Fe utilizes HUD's following guides to ensure compliance:

- "Guidebook for Grantee's on Sub-recipient Oversight"
- CPD Monitoring Handbook
- "Managing CDBG"
- "Ensuring CDBG Sub-recipient Timeliness Guidelines"
- CFR 570 Federal Regulation governing CDBG and including Part 58 governing Environmental Reviews
- Davis Bacon fair wage resources via the Department of Labor

Additionally, the Office of Affordable Housing attends technical assistance trainings in monitoring, sub-recipient oversight and fair housing throughout the year. Other ways in which the City ensures that programs are monitored appropriately and that the public has opportunity for comment include:

Site Visits: For the 2019 projects funded through CDBG, site visits were held virtually. Prior to the visit, the subrecipient completed a self-monitoring checklist, describing accomplishments and procedures for complying with CDBG regulation. Staff members met via Zoom call with the leadership team of the particular non-profit sub-recipient, and reviewed selected files for accuracy based on the guiding regulations and documents. Like prior years, staff notes both deficiencies and accomplishments at the time of monitoring and by follow up letters which outline corrective actions to be taken to achieve effective, efficient program delivery. All 2019 CDBG funded activities were monitored for performance measurement and financial, as well as record keeping oversight.

Reporting and Fiscal Management: Staff ensures that all sub recipients keep detailed records for the Performance Measurement System to evaluate the effectiveness of the project in meeting the needs of targeted populations. Relevant data include the number of clients served, income and employment (locally and with the City depending on the program), assets breakdown (when appropriate) and Performance Measurement data by project type (Housing, Economic Development, Public Service or Facilities & Improvement), ethnicity and age breakdown.

This information is submitted quarterly and input into the Integrated Disbursement and Information System (IDIS) with data finalized prior to program closeout and reporting in the Program Year

CAPER. The reports track completion of the contracted scope of services and track program demand and utilization by demographic category for services provided by the program. The sub-recipient's program manager also must submit audits and/or audited financial statements which include a breakdown of the expenditures and revenue (including Program Income if relevant) and a specific description of the charges as defined in the contract.

Procurement and services provided by the subrecipients as well as the City followed the Fair Housing guidelines to include required community outreach and education for minorities, notifcations in Spanish as well as translation, and any additional required and requested services specific to assist persons with disabilities including those with hearing, visual, or physical impairments.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The CDBG Citizen Participation Plan, as approved by HUD, requires that Santa Fe residents be given adequate time – a minimum of 15 days – to review the City's use of CDBG funds as well as holding a Public Hearing at a regular City Council meeting for public comment. For the public comment opportunity, the Office of Affordable Housing published a Legal Notice in Spanish and English on Monday, October 26, 2020 in the Santa Fe New Mexican, soliciting written public comment. The document was made available from October 26 – November 10, 2020 virtually due to global health pandemic at the following website address: https://www.santafenm.gov/hudrequiredreportingandplans. Paper copies were provided upon request.

To comply with the HUD Public Hearing requirements for public input on the 2019 CAPER, the City Clerk published an official notice in the Santa Fe New Mexican Legal Section on October 29, 2020 to provide notice for the Public Hearing held on November 10, 2020.

The CAPER is made available to the public for review along with other internal committee reviews within the timeline below:

- City's Community Development Commission: October 21, 2020
- City Finance Committee: November 2, 2020
- City Quality of Life Committee: November 4, 2020
- Public Hearing, City Council: November 10, 2020

Citizens have three options to participate. They may participate by attending public meetings, which are held virtually, given the current State of NM guidelines prohibiting the gathering of more than 10 people. They may submit written comments via email or regular mail to the Office of Affordable Housing, and may testify at public hearings via Zoom. All CDBG proposed projects go through the Community Development Commission public meeting advertised on the City's website and printed in the City's weekly meeting notice distributed to all City offices. All CDBG contracts represented in the CAPER were reviewed by the City Finance Committee prior to the start the funding year of July 1, 2019, and were advertised on the City's website. Finally, the projects were reviewed and represented within the 2019-2020 Annual Action Plan document, at the City Council Public Hearing, which was advertised in the Santa Fe New Mexican.

This language will be updated appropriately: *No comments were made via the electronic documents made available at the identified locations and on the City's website, through email or as part of the public hearing on November 10, 2020.*

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The global pandemic has shifted the City's approach to community development from longer term goals. In March of 2020, the Midtown campus property was partially converted into a homeless shelter, specifically for people without a safe place to quarantine or maintain social distance. Once housed, the residents were able to access an array of services, including three meals per day. Additionally, the site accepts discharged patients from local hospitals (including those who are recovering from COVID without an appropriate place to quarantine), as well as those leaving recovery programs and detention centers. Another important goal is to reduce the population density at local shelters so that social distancing can be maintained, thus, reducing the vulnerability of homeless people to infection and to prevent an outbreak in the homeless population. This has the potential of changing future uses of CDBG and other funds to focus on providing stable housing for those who don't have it (including very low income renters) not only for the duration of the pandemic but extending into the near future.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

PART I: SUMMARY OF CDBG RESOURCES	
01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	848,229.10
02 ENTITLEMENT GRANT	659,051.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	358,498.63
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	183,274.29
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	2,049,053.02
PART II: SUMMARY OF CDBG EXPENDITURES	
09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	897,492.42
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	897,492.42
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	62,401.36
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	959,893.78
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	1,089,159.24
PART III: LOWMOD BENEFIT THIS REPORTING PERIOD	
17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	801,849.92
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	801,849.92
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	89.34%
LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS	
23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: 2018 PY: 2019 PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	1,606,175.81
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	1,375,801.52
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	85.66%
PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS	
27 DISBURSED IN IDIS FOR PUBLIC SERVICES	161,652.62
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	11,443.86
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	49,739.09
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	123,357.39
32 ENTITLEMENT GRANT	659,051.00
33 PRIOR YEAR PROGRAM INCOME	190,577.22
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	849,628.22
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	14.52%
PART V: PLANNING AND ADMINISTRATION (PA) CAP	
37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	62,401.36
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	62,401.36
42 ENTITLEMENT GRANT	659,051.00
43 CURRENT YEAR PROGRAM INCOME	358,498.63
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	1,017,549.63
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	6.13%

LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

Report returned no data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

Plan Year	IDIS Project	IDIS Activity	Activity Name	Matrix Code	National Objective	Drawn Amount
2018	2	339	HT Soleras Station Development	12	LMH	$48,542.50
				12	**Matrix Code**	**$48,542.50**
Total						**$48,542.50**

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2018	7	342	6290181	YSFS Youth Shelter/TLP Security System	03C	LMC	$1,018.12
					03C	**Matrix Code**	**$1,018.12**
2018	6	341	6290525	SFCHA Hopewell Mann Community Health Clinic	03E	LMC	$26,639.36
					03E	**Matrix Code**	**$26,639.36**
2018	5	340	6290525	PMS River Early Head Start Center	03M	LMC	$40,000.00
					03M	**Matrix Code**	**$40,000.00**
2019	9	352	6366027	Youth Shelters and Family Services Outreach Program	05D	LMC	$3,107.50
2019	9	352	6366030	Youth Shelters and Family Services Outreach Program	05D	LMC	$5,323.45
2019	9	352	6390154	Youth Shelters and Family Services Outreach Program	05D	LMC	$6,872.09
					05D	**Matrix Code**	**$15,303.04**
2019	7	351	6380330	Coming Home Connection-Casa Cielo	05M	LMC	$10,830.00
2019	7	351	6390187	Coming Home Connection-Casa Cielo	05M	LMC	$8,026.00
					05M	**Matrix Code**	**$18,856.00**
2019	1	345	6366044	Homewise Mortgage Principal Reduction	05R	LMH	$21,806.26
2019	1	345	6371386	Homewise Mortgage Principal Reduction	05R	LMH	$2,885.13
					05R	**Matrix Code**	**$24,691.39**
2018	9	335	6280322	Interfaith Shelter-Women's Summer Safe Haven	05Z	LMC	$30,000.00
2018	21	334	6280322	SFPS Adelante School Liaison K-12	05Z	LMC	$1,648.53
2018	21	334	6290181	SFPS Adelante School Liaison K-12	05Z	LMC	$8,220.83
2018	23	336	6280322	Youth Shelters & Family Services Outreach	05Z	LMC	$4,717.47
2018	23	336	6290181	Youth Shelters & Family Services Outreach	05Z	LMC	$5,152.26
2019	6	350	6366014	SFPS Adelante Expanded School Liaison K-12	05Z	LMC	$2,707.57
2019	6	350	6366018	SFPS Adelante Expanded School Liaison K-12	05Z	LMC	$3,141.71
2019	6	350	6366022	SFPS Adelante Expanded School Liaison K-12	05Z	LMC	$2,709.38
2019	6	350	6366025	SFPS Adelante Expanded School Liaison K-12	05Z	LMC	$5,672.32
2019	6	350	6371350	SFPS Adelante Expanded School Liaison K-12	05Z	LMC	$2,707.57
2019	6	350	6371356	SFPS Adelante Expanded School Liaison K-12	05Z	LMC	$2,707.57
2019	6	350	6380331	SFPS Adelante Expanded School Liaison K-12	05Z	LMC	$2,709.42
2019	6	350	6390156	SFPS Adelante Expanded School Liaison K-12	05Z	LMC	$2,707.56
2019	8	354	6366044	Interfaith Women's Summer Safe Haven Shelter	05Z	LMC	$28,000.00
					05Z	**Matrix Code**	**$102,802.19**
2014	4	286	6280322	Habitat For Humanity Down Payment Assistance	13B	LMH	$4,168.36
2017	1	325	6293959	Downpayment Assistance - Housing Trust	13B	LMH	$90,000.00
2017	4	329	6280326	Homewise Downpayment Assistance	13B	LMH	$28,553.48
2017	4	329	6290181	Homewise Downpayment Assistance	13B	LMH	$5,964.84
2017	4	329	6293955	Homewise Downpayment Assistance	13B	LMH	$298,609.86
					13B	**Matrix Code**	**$427,296.54**
2015	11	303	6280322	Habitat for Humanity Single Family Home Improvement	14A	LMH	$2,903.67
2016	2	313	6280322	Habitat for Humanity Single Family Home Improvements	14A	LMH	$3,460.97
2016	2	313	6290192	Habitat for Humanity Single Family Home Improvements	14A	LMH	$6,919.85
2017	3	328	6381193	Homewise Home Improvement Program	14A	LMH	$34,070.40
2018	1	343	6293955	Homewise Home Repair	14A	LMH	$23,827.17

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2018	3	344	6290181	SF Habitat for Humanity	14A	LMH	$1,856.73
2019	2	346	6366034	SF Habitat for Humanity	14A	LMH	$7,395.00
2019	2	346	6366038	SF Habitat for Humanity	14A	LMH	$17,100.00
2019	2	346	6366042	SF Habitat for Humanity	14A	LMH	$3,570.00
2019	2	346	6371365	SF Habitat for Humanity	14A	LMH	$15,014.50
2019	2	346	6371376	SF Habitat for Humanity	14A	LMH	$884.99
2019	2	346	6371379	SF Habitat for Humanity	14A	LMH	$3,500.00
2019	2	346	6371381	SF Habitat for Humanity	14A	LMH	$11,740.00
2019	2	346	6380327	SF Habitat for Humanity	14A	LMH	$13,000.00
					14A	**Matrix Code**	**$145,243.28**
Total							**$801,849.92**

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2019	9	352	6366027	Youth Shelters and Family Services Outreach Program	05D	LMC	$3,107.50
2019	9	352	6366030	Youth Shelters and Family Services Outreach Program	05D	LMC	$5,323.45
2019	9	352	6390154	Youth Shelters and Family Services Outreach Program	05D	LMC	$6,872.09
					05D	**Matrix Code**	**$15,303.04**
2019	7	351	6380330	Coming Home Connection-Casa Cielo	05M	LMC	$10,830.00
2019	7	351	6390187	Coming Home Connection-Casa Cielo	05M	LMC	$8,026.00
					05M	**Matrix Code**	**$18,856.00**
2019	1	345	6366044	Homewise Mortgage Principal Reduction	05R	LMH	$21,806.26
2019	1	345	6371386	Homewise Mortgage Principal Reduction	05R	LMH	$2,885.13
					05R	**Matrix Code**	**$24,691.39**
2018	9	335	6280322	Interfaith Shelter-Women's Summer Safe Haven	05Z	LMC	$30,000.00
2018	21	334	6280322	SFPS Adelante School Liaison K-12	05Z	LMC	$1,648.53
2018	21	334	6290181	SFPS Adelante School Liaison K-12	05Z	LMC	$8,220.83
2018	23	336	6280322	Youth Shelters & Family Services Outreach	05Z	LMC	$4,717.47
2018	23	336	6290181	Youth Shelters & Family Services Outreach	05Z	LMC	$5,152.26
2019	6	350	6366014	SFPS Adelante Expanded School Liaison K-12	05Z	LMC	$2,707.57
2019	6	350	6366018	SFPS Adelante Expanded School Liaison K-12	05Z	LMC	$3,141.71
2019	6	350	6366022	SFPS Adelante Expanded School Liaison K-12	05Z	LMC	$2,709.38
2019	6	350	6366025	SFPS Adelante Expanded School Liaison K-12	05Z	LMC	$5,672.32
2019	6	350	6371350	SFPS Adelante Expanded School Liaison K-12	05Z	LMC	$2,707.57
2019	6	350	6371356	SFPS Adelante Expanded School Liaison K-12	05Z	LMC	$2,707.57
2019	6	350	6380331	SFPS Adelante Expanded School Liaison K-12	05Z	LMC	$2,709.42
2019	6	350	6390156	SFPS Adelante Expanded School Liaison K-12	05Z	LMC	$2,707.56
2019	8	354	6366044	Interfaith Women's Summer Safe Haven Shelter	05Z	LMC	$28,000.00
					05Z	**Matrix Code**	**$102,802.19**
Total							**$161,652.62**

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2018	25	338	6280322	Project Administration	21A		$8,693.65
2018	25	338	6290181	Project Administration	21A		$11,018.52
2019	10	353	6365964	Project Administration	21A		$3,706.29
2019	10	353	6365979	Project Administration	21A		$11,336.79
2019	10	353	6365982	Project Administration	21A		$3,920.63
2019	10	353	6365984	Project Administration	21A		$2,812.29
2019	10	353	6365988	Project Administration	21A		$2,811.11
2019	10	353	6365996	Project Administration	21A		$2,522.34

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2019	10	353	6371308	Project Administration	21A		$4,352.17
2019	10	353	6371319	Project Administration	21A		$2,902.65
2019	10	353	6371325	Project Administration	21A		$3,265.95
2019	10	353	6380325	Project Administration	21A		$1,451.36
2019	10	353	6390200	Project Administration	21A		$3,607.61
					21A	**Matrix Code**	**$62,401.36**
Total							**$62,401.36**