



# AGENDA

SPECIAL MEETING OF  
THE GOVERNING BODY  
JANUARY 04, 2021  
5:00 PM  
ATTEND VIRTUALLY

---

## SPECIAL PROCEDURES FOR SPECIAL 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 Special 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.

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

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/93248571567?pwd=d1pBblIXQzhHTDFCc3JHc3VUNncwQT09>. **Passcode: 345340**

To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: **US: 1 (346) 248-7799 - Webinar ID: 932 4857 1567 - Passcode: 345340**

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. **EXECUTIVE SESSION**



# AGENDA

**SPECIAL MEETING OF  
THE GOVERNING BODY  
JANUARY 04, 2021  
5:00 PM  
ATTEND VIRTUALLY**

---

a. EXECUTIVE SESSION

In Accordance with the New Mexico Open Meetings Act, Specifically NMSA 1978, Section 10-15-1, Part (H)(2), Discussion of Limited Personnel Matters, In Particular Mayor Webber's Appointment of Kristine Bustos-Mihelcic as City Clerk. (Erin K. McSherry, City Attorney, [ekmcsberry@santafenm.gov](mailto:ekmcsberry@santafenm.gov), 955-6512)

8. EXECUTIVE SESSION ACTION ITEMS

- a. Consent to the Appointment of, and Approval of a Contract with, Kristine Bustos-Mihelcic as City Clerk. (Alan Webber, Mayor and Erin K. McSherry, City Attorney, [ekmcsberry@santafenm.gov](mailto:ekmcsberry@santafenm.gov), 955-6512)

9. 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.

**CITY OF SANTA FE**

**CITY CLERK**

**EMPLOYMENT AGREEMENT**

**THIS AGREEMENT** is made and entered into as of the 4<sup>th</sup> of January, 2021, by and between the City of Santa Fe, hereinafter referred to as the "City," and Kristine Mihelcic, hereinafter referred to as the "Employee."

**1. SCOPE OF WORK**

A. The Mayor, subject to Governing Body consent, desires to employ the Employee as City Clerk. The Employee shall perform professional services, as more specifically provided for in SFCC 1987, Sections 2-6.1 through 2-6.5, and other applicable laws concerning the duties and responsibilities of the City Clerk.

B. The Employee shall perform to the satisfaction of the Mayor all such other legally permissible and proper duties and functions as the Mayor, Governing Body, and City Manager may direct, assign or request of the Employee.

**2. COMPENSATION**

Compensation to the Employee shall be as follows:

A. A salary of One Hundred Fifteen Thousand Dollars and 00/100 Dollars (\$115,000.00) per annum, effective January 4, 2021.

B. Subject to a satisfactory job performance determined with reference to performance factors agreed upon by the Mayor and the Employee and approved by the Mayor, the base salary shall be reviewed annually at the beginning of each fiscal year.

C. If this Contract is extended beyond its initial term, the Employee shall receive pay increases commensurate with pay increases afforded to City employees in any fiscal year.

### **3. TERM**

This Agreement shall terminate with the Mayor's term as determined by the then-current law determining the end of the Mayoral term, unless otherwise extended in accordance with Charter and Ordinance requirements or terminated pursuant to Section 4 of this agreement.

### **4. SEPARATION**

- A. If separation occurs upon the Mayor's initiative, or if the Employee resigns at the request of the Mayor, the Employee shall be provided with a lump sum payment equal to three (3) months' salary, less applicable withholding taxes and other standard deductions. Said three (3) months' salary shall be paid on the date of termination of employment.
- B. If the Employee terminates employment voluntarily, the Employee shall consult with the Mayor so as to develop a reasonable departure schedule and the Employee shall not be entitled to severance pay under paragraph 4(A) above.
- C. If the Employee is involuntarily terminated because of an indictment or conviction of an illegal act involving moral turpitude, malfeasance, corruption or dishonesty, the City shall be relieved of any obligations imposed under paragraph 4(A) above.

### **5. BENEFITS**

- A. As City Clerk, the Employee shall be entitled to participate in any and all benefits provided to all exempt employees and their dependents and shall be considered a public employee for purposes of the New Mexico Tort Claims Act.
- B. As City Clerk, the Employee shall accumulate accrued annual leave, sick leave, and all other benefits at the same rate as other City exempt employees based on years of service. Such leave and benefits may be used for any purpose provided in the City of Santa Fe Personnel Rules and Regulations. Payout and carryover from year to year of any accrued leave upon

separation, termination or retirement from City employment shall be the same as that provided for in the City of Santa Fe Personnel Rules and Regulations for exempt employees as are in effect at time of execution of this document.

C. The leave accrued by the Employee during her tenure as Constituent and Council Services Director shall transfer with her to her position as City Clerk and shall be available to use during her employment at the City.

## **6. MISCELLANEOUS**

A. It is in the best interest of the Employee and the City to continue the Employee's professional growth and development. The City, therefore, agrees to pay the Employee's professional dues, costs relating to professional requirements and subscriptions to national, regional, state and local associations, including, without limitation, attendance at seminars, workshops, and conferences related to the Employee's duties hereunder.

B. The City agrees to make reasonable arrangements regarding the provision of phone, computer, and other tools necessary for the Employee to execute the duties required of the City Clerk.

## **7. 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 Employee. The City's decision as to whether sufficient appropriations are available shall be accepted by the Employee and shall be final.

## **8. ENTIRETY OF AGREEMENT**

This Agreement incorporates all the agreements, covenants, and understandings, oral or written, between the parties in respect to the subject matter covered herein.

**9. AMENDMENT**

This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto.

**10. APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of New Mexico.

**IN WITNESS WHEREOF**, the parties have executed this Agreement effective the date first written above.

CITY OF SANTA FE

\_\_\_\_\_  
ALAN WEBBER, MAYOR

ATTEST:

\_\_\_\_\_  
GERELYN CARDENAS, ASSISTANT CITY CLERK

EMPLOYEE:

\_\_\_\_\_  
KRISTINE MIHELICIC

CITY ATTORNEY’S OFFICE:

  
\_\_\_\_\_  
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED FOR FINANCES:

\_\_\_\_\_  
MARY T. MCCOY, FINANCE DIRECTOR






# City Clerk Contract 2021 - Final

Final Audit Report

2020-12-30

Created:	2020-12-30
By:	Julie Kenny (jckenny@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFdShCsvUh1wE_NdzRUSLEskP5NQnoIPf

## "City Clerk Contract 2021 - Final" History

-  Document created by Julie Kenny (jckenny@ci.santa-fe.nm.us)  
2020-12-30 - 7:51:31 PM GMT- IP address: 63.232.20.2
-  Document emailed to Erin McSherry (ekmcsberry@santafenm.gov) for signature  
2020-12-30 - 7:51:55 PM GMT
-  Email viewed by Erin McSherry (ekmcsberry@santafenm.gov)  
2020-12-30 - 7:56:56 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Erin McSherry (ekmcsberry@santafenm.gov)  
Signature Date: 2020-12-30 - 7:57:08 PM GMT - Time Source: server- IP address: 174.62.11.171
-  Agreement completed.  
2020-12-30 - 7:57:08 PM GMT