City of Santa Fe

AGENDA

REGULAR MEETING OF THE GOVERNING BODY
JANUARY 13, 2021
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/97325607142?pwd=TVFpMVJzWjA5MWRuejRielUyT3cwZz09.
Passcode: 688942

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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: 973 2560 7142 - Passcode: 688942
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**

Councilwoman Villarreal

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

Councilor Garcia

4. **INVOCATION**

Councilor Rivera

5. **ROLL CALL**
6. **APPROVAL OF AGENDA**
7. **APPROVAL OF CONSENT CALENDAR**
8. **APPROVAL OF MINUTES**
    a. Regular Governing Body Meeting – December 9, 2020

b. Special Governing Body Meeting – December 16, 2020

9. **PRESENTATIONS**

10. **CONSENT CALENDAR**

a. CONSIDERATION OF RESOLUTION NO. 2021-____. (Councilor Vigil Coppler, Councilor Villarreal and Councilor Abeyta)
A Resolution Renaming Alto Park the Ron Shirley Alto Park. (Melissa McDonald, Interim Parks Division Director, mdmcdonald@santafenm.gov, 955-6840)

COMMITTEE REVIEW:
Public Works and Utilities Committee: 12/14/20
Finance Committee: 01/12/21

b. Request for Approval of Award of Bid #'21/02/B to Low Bidder, Albuquerque Asphalt, Inc. for $2,456,103.13 for Taxiway Golf Reconstruction. (John Dickinson, Airport Operations Manager, jcdickinson@santafenm.gov, 955-2909)

COMMITTEE REVIEW:
Public Works and Utilities Committee: 12/14/2020
Finance Committee: 01/12/2021

c. CONSIDERATION OF RESOLUTION NO. 2021-____. (Councilor Cassutt-Sanchez)
A Resolution Declaring the Intent of the City of Santa Fe to Submit an Application to the New Mexico Department of Transportation for the Federal Fiscal Year 2022 Section 5310 Program Funds for Enhanced Mobility of Seniors and Individuals with Disabilities Program. (David Chapman, Grants Administrator – Writer, dachapman@santafenm.gov, 955-2010)

COMMITTEE REVIEW:
Public Works and Utilities Committee: 12/14/20
Finance Committee: 01/12/21

d. Request for Approval of Amendment No. 1 to Professional Services Agreement Item No. 18-0282 which Includes a Name Change and a

Compensation Increase in the Amount of $110,000 for the Sale of New and Re-Tread Tires and Services, through December 30, 2021 with Bill Williams Tire Center for the Environmental Services Division. (Lawrence Garcia, ESD Maintenance Manager, lmgarcia@santafenm.gov, 955-2241)

COMMITTEE REVIEW:
Public Works and Utilities Committee: 12/14/2020
Finance Committee: 01/12/2021

e. Request for Approval of 2020 Emergency Management Performance Grant in the Total Amount of $175,160 for Salary and Benefits; New Mexico Department of Homeland Security and Emergency Management. (Kyle Mason, Emergency Management Director, kamason@santafenm.gov, 955-6704)

COMMITTEE REVIEW:
Quality of Life Committee: 12/2/20
Finance Committee: 01/12/21

f. Request for Approval of Contract Amendment #4 with Molzen Corbin & Associates, to Increase the Not to Exceed Amount by $206,694.69 to a Total of $3,830,050.63, and Task Orders #15-#18 for Airport Engineering; Design and Construction Services. (John Dickinson, Airport Operations Manager, jcdickinson@santafenm.gov, 955-2909)

COMMITTEE REVIEW:
Public Works and Utilities Committee: 12/14/2020
Finance Committee: 01/12/2021

g. Request to Replace and Purchase Two (2) Aerial Lift Trucks in the Amount of $342,238 for Traffic Signal Operations. (Regina Wheeler, PW Department Director, rawheeler@santafenm.gov, 955-6622)

COMMITTEE REVIEW:
Public Works and Utilities Committee - 1/11/2021
Finance Committee Meeting - 1/12/2021

h. Request for Approval to Join a Steering Committee for Santa Fe River Planning from Nichols Reservoir to Cerro Gordo Road. (Jesse Roach, Water Division Director, jdroach@santafenm.gov, 955-4309)

COMMITTEE REVIEW:
Public Works and Utilities Committee: 09/26/20
Quality of Life Committee: 10/21/20

i. Request for Approval of Liquor Hearing Officer's Recommendation to Approve the Request from Cafe Castro, Inc. for a Restaurant Liquor License (Beer and Wine) , with On-Premise Consumption Only and Patio Service to be Located at Cafe Casto, 2811 Cerrillos Road. (Geralyn F. Cardenas, Assistant City Clerk, gfcardenas@santafenm.gov, 955-6519)

j. Request for Approval of Liquor Hearing Officer's Recommendation to Approve the Request from Starship Crumbacher, LLC for a Restaurant Liquor License (Beer and Wine) , with On-Premise Consumption Only and Patio Service to be Located at Cakes Corner Cafe, 228 Old Santa Fe Trail. (Geralyn F. Cardenas, Assistant City Clerk, gfcardenas@santafenm.gov, 955-6519)

k. Request for Approval of Liquor Hearing Officer's Recommendation to Approve the Request from Boese Brothers Brewing, LLC for a Small Brewer 3rd Off-Site Location Liquor License with Patio Service to be Located at Desert Dogs, 112 West San Francisco Street, Suite 307. (Geralyn F. Cardenas, Assistant City Clerk, gfcardenas@santafenm.gov, 955-6519)

l. Request for Approval of Liquor Hearing Officer's Recommendation to Approve the Request from Violet Crown Cinema for a Change of Floor Plan/Expansion of Liquor Licensed Premises, to Expand the Outdoor Patio Area by 850 Square Feet to be Located at Violet Crown Cinema, 1606 Alcaldesa Street. (Geralyn F. Cardenas, Assistant City Clerk, gfcardenas@santafenm.gov, 955-6519)

11. **DISCUSSION/ACTION ITEMS**

a. CONSIDERATION OF RESOLUTION NO. 2021-____. (Mayor Webber)
A Resolution Rescinding Resolution No. 2020-1 Relating to the Open Meetings Act; and Adopting Annual Notice Requirements for 2021. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6961)

b. CONSIDERATION OF RESOLUTION NO. 2021-____. (Councilor Romero-Wirth, Councilor Cassutt-Sanchez and Councilor Villarreal)
A Resolution in Support of the Appropriation of Funds by the New Mexico Legislature for New Mexico-Grown Fresh Fruits and Vegetables for School and Senior Meals Program and Related Education Programs for Schools and Farmers. (Gino Rinaldi, Senior Services Division Director, earinaldi@santafenm.gov, 955-4710)

c. CONSIDERATION OF RESOLUTION NO. 2021-____. (Councilor Lindell and Councilor Villarreal)
A Resolution Regarding Public Use Requirements for the Guadalupe Street Reconstruction Project. (Romella Glorioso-Moss, Projects Administrator, rsglorioso-moss@santafenm.gov, 955-6623)

Committee Review:
Public Works and Utilities Committee: 12/14/20

d. Status Update and Next Steps for San Juan Chama Return Flow Pipeline. (Jesse Roach, Water Division Director, jdroach@santafenm.gov, 955-4309 and William Schneider, Water Resources Coordinator, whschneider@santafenm.gov, 955-4203) **INFORMATION ONLY**

Committee Review:
Public Works and Utilities Committee – 09/29/20

12. **MATTERS FROM THE CITY MANAGER**

a. Covid Updates

13. **MATTERS FROM THE CITY ATTORNEY**

14. **EXECUTIVE SESSION ACTION ITEMS**

a. 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 Disposition of Property, Specifically Areas Around the Midtown Property and the Midtown Property, Formerly Known as the College of Santa Fe and

Formerly Operated as the Santa Fe University of Art and Design. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

15. **MATTERS FROM THE CITY CLERK**

16. **COMMUNICATIONS FROM THE GOVERNING BODY**

EVENING SESSION - 6:00 P.M.

17. **ROLL CALL**

18. **PETITIONS FROM THE FLOOR**

19. **APPOINTMENTS**

a. Board of Adjustment

b. Planning Commission

20. **PUBLIC HEARINGS**

a. CONSIDERATION OF BILL NO. 2020-35. ADOPTION OF ORDINANCE NO. 2021-____. (Councilor Rivera, Councilor Cassutt-Sanchez, Councilor Villarreal, and Councilor Garcia)
An Ordinance Amending Section 16-15.2 SFCC 1987 to Remove the Possibility of Imprisonment for the Conviction of a Violation of the Section. (Kyle Hibner, City Prosecutor, kjhibner@santafenm.gov, 955-5195)

b. CONSIDERATION OF RESOLUTION NO. 2021-____. (Mayor Webber, Councilor Garcia, Councilor Villarreal, Councilor Cassutt-Sanchez, Councilor Vigil Coppler, Councilor Romero-Wirth, and Councilor Lindell)
A Resolution Hosting Community Conversations and Establishing a Special City Committee On Santa Fe's Cultures, Histories, Art, Reconciliation, and Truth. (Kristine Bustos-Mihelcic, City Clerk/Community Engagement Director, kmmihelcic@santafenm.gov, 955-6846)

COMMITTEE REVIEW:
Public Works and Utilities Committee: 10/26/20
Quality of Life Committee: 11/4/20

Public Works and Utilities Committee: 11/9/20
Special Finance Committee: 11/16/20
Governing Body: 12/16/20
Public Works and Utilities Committee: 01/11/21
Finance Committee: 01/12/21

21. **ADJOURN**

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

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

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

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Governing Body
December 9, 2020

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5. Roll Call	Quorum Present	1-2
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c. Meeting Time Extension	Approved as amended	12-15
d. National Cemetery Legacy Program	Approved as presented	16
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21. Adjournment	Adjourned at 12:37 am	66

Minutes of the
Regular Meeting of the Governing Body
Tuesday, December 9, 2020
Virtual Meeting

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, December 9, 2020, at approximately 4:00 p.m., at the Council Chambers at City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico as a virtual meeting.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilor Garcia.

3. SALUTE TO THE NEW MEXICO FLAG

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

4. INVOCATION

The Invocation was led by Councilor Villarreal. She remembered Nicole Tipton who died of cancer at age 39. She was a Kitchen Angel and voted on Election Day in her pajamas.

Councilor Cassutt-Sanchez remembered Tom Simon, a member of the New Mexico Public Health Association, a kind and compassionate man.

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

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
Rich Brown, Economic Development Director
Kyra Ochoa, Community Services Director
Alexandra Ladd, Affordable Housing Director
Mary McCoy, Finance Director
Regina Wheeler, Public Works Director
Elias Isaacson, Land Use Director
Carlos Gemora, Planner Senior
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 Vigil Coppler requested discussion on 10 (h), legislative priorities.

Councilor Villarreal also requested discussion on 10 (h) and asked to be a cosponsor on 10 (k).

Councilor Rivera requested discussion on 10 (k) for a quick question.

MOTION: Councilor Villarreal moved, seconded by Councilor Vigil Coppler, to approve the Consent Calendar as amended with items h and k 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

a. Regular Governing Body – November 10, 2020

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Vigil Coppler, to approve the minutes of November 10, 2020 as presented.

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

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

Against: None.

b. Special Governing Body – November 18, 2020

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Cassutt-Sanchez, to approve the minutes of November 18, 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

None.

10. CONSENT CALENDAR

a. Request for Approval of a Non-Client Agreement Collaborative Member Agency in the Total Amount of $390,000 for Opiate Outreach Services; New Mexico Behavioral Health Services Division via Falling Colors. (Andres J. Mercado, Battalion Chief - MIH, ajmercado@santafenm.gov, 955-3604)

b. Request for Approval of State Price Agreement #70-000-16-00034AC in the Total Amount of Nine Hundred Ninety-Five Thousand Dollars ($995,000) for the Purchase of a Ladder Truck from 411 Equipment, LLC. (Brian Moya, Health and Safety Officer, bjmoya@santafenm.gov, 955-3111)

c. Request for Approval of State Price Agreement #70-000-16-00034AE in the Total Amount of One Hundred Forty-Five Thousand Nine Hundred Sixty-Eight Dollars ($145,968) for the Purchase of a Brush Truck and Equipment from 411Equipment, LLC. (Brian Moya, Health and Safety Officer, bjmoya@santafenm.gov, 955-3111)

d. Request for Approval of a Budget Adjustment Resolution (BAR) in the Total Amount of $76,484.62 from the Water Enterprise Cash Balance to the Unused 2020 Balance of the Alpha SW Contract. (Jonathan Montoya, Source of Supply Operations Manager, jmmontoya@santafenm.gov, 955-4373)

e. Request for Approval to Join the San Juan Chama Contractors Association for an Annual Amount of $2,615. (Jesse Roach, Water Division Director, jdroach@santafenm.gov, 955-4309)

f. Request for Approval of Professional Services Contract with LSC Transportation Planning, Inc for the Purpose of Developing a Multi-Modal Transition Plan for the City of Santa Fe Not to Exceed $225,000 Starting

December 1, 2020 and Terminating on April 30, 2022. (Erick J. Aune, Santa Fe MPO Officer, ejaune@santafenm.gov, 955-6664)

g. Request for Approval to Enter into a Grant Agreement with the New Mexico Environment Department to Provide Reimbursable Funding for Electric Vehicle Charging Stations at the City's Public Parking Garages; the Grant Funds are Reimbursable in the Total Amount of $26,303. (Neal Denton, Sustainability Planner, Environmental Services Department, nhdenton@santafenm.gov, 955-2229)

h. This item was removed for discussion by Councilor Vigil Coppler.

i. Request for Approval of the Budget Amendment Resolution-North Central New Mexico Economic Development District-Non-Metro Area Agency on Aging Covid-19 CARES Federal Sub-Award. Item # 20-0591 (Munis Contract #3202384) in the Amount of $166,644.57. The Covid-19 CARES Federal Subaward Grant Funds Will be Utilized to Provide Services to Our Eligible Senior Clientele Who Receive In-Home Support, Transportation, and Nutrition. (Gino Rinaldi, Senior Services Division Director, earinaldi@santafenm.gov, 955-4710)

j. Request to Publish Notice of Public Hearing on January 13, 2021.
BILL NO. 2020-35. An Ordinance Amending Section 16-15.2 SFCC 1987 to Remove the Possibility of Imprisonment for the Conviction of a Violation of the Section. (Councilor Rivera, Councilor Cassutt-Sanchez, Councilor Villarreal, and Councilor Garcia) (Kyle Hibner, City Prosecutor, kjhibner@santafenm.gov, 955-5195)

k. This item was removed for discussion by Councilor Rivera.

l. CONSIDERATION OF RESOLUTION NO. 2020-43. (Mayor Webber, Councilor Villarreal, Councilor Cassutt-Sanchez, Councilor Lindell, and Councilor Romero-Wirth)
A Resolution Urging the New Mexico State Legislature to Establish a State Public Bank, Owned By and For the People of New Mexico, During the 2021 Legislative Session. (Jesse Guillen, Legislative Liaison, jbguillen@santafenm.gov, 955-6518)

CONSENT CALENDAR DISCUSSION

h. CONSIDERATION OF RESOLUTION NO. 2020-44. (Mayor Webber)
A Resolution Establishing City of Santa Fe Legislative Priorities for Consideration by the New Mexico State Legislature During the 55th

Legislature – State of New Mexico – First Session, 2021. (Regina Wheeler, Public Works Department Director, rawheeler@santafenm.gov, 955-6622 and Jesse Guillen, Legislative Liaison, jbguillen@santafenm.gov, 955-6518)

Ms. Vigil read the caption for this item.

Councilor Vigil Coppler said she made an amendment on page 5 to strike line 68 in its entirety. It has to do with second homes. We haven't taken this subject up with any stakeholders and to give carte blanche for it needs to be revisited because we don't have any input from those who would be affected. This is premature so she wanted to strike it until after a better discussion perhaps on a future agenda. The next amendment was to clarify the occupancy surtax that it is Lodgers' Tax. It just adds clarity and does not change the meaning. She thought it was appropriate now to move to approve with her amendments.

Mayor Webber said it should first have a motion to approve the resolution and then make amendments.

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Garcia, to adopt Resolution No. 2020-44 as amended with her two amendments.

Discussion on the motion:

Ms. McSherry asked her to clarify her motion.

Councilor Vigil Coppler clarified she moved to approve the resolution with her two amendments. She believed Councilor Villarreal also had an amendment.

Councilor Romero-Wirth asked for a motion to approve the resolution be made before any amendments.

Councilor Garcia agreed as a point of order. He didn't believe the Governing Body has made motions to approve with amendments in the past.

Councilor Romero-Wirth said the issue is that if the amendments don't pass, we have turned down the resolution itself and would have to vote to reconsider.

Ms. McSherry disagreed. She said a new motion could be made without amendments or with other amendments.

Councilor Lindell, to clarify, noted in her packet, both Councilor Vigil Coppler's amendments was one amendment with two parts. So it is really just one amendment is attached.

Councilor Vigil Coppler asked if she could amend her motion to include Councilor Villarreal's amendment as well.

Councilor Garcia was agreeable to that.

Councilor Villarreal asked that her amendment be voted separately as has been done in the past. Her amendment was discussed at the Finance Committee, but Councilor Vigil Coppler's amendment was new to her.

Councilor Villarreal asked for discussion on these amendments. She agreed on the change of the tax to Lodgers' tax. But regarding eliminating the language about supporting legislation that would eliminate the cap on annual property tax on residences that are not owner-occupied. It has been discussed but not as a formal item and eliminating that 3% tax would correct a loophole in place because it is supposed to be for residents who live here and not for people that have second homes here, I would support a separate resolution in the future for that. She thought it was not controversial. It was not meant to support people that had second homeowners but for people who live here.

Councilor Vigil Coppler was not taking a position on this item for what the Legislature does. Her amendment was strictly for that a separate resolution that could be in order. This probably was decided some councils' years before, but she didn't recall any public input on this part either this year or last year, so we don't know what our constituents think and that was her concern. She thought the Governing Body needs to hear from constituents. It failed in the Legislature. Maybe there is more than meets the eye and didn't know why it would fail. If the constituents like this, fine. That was why she wanted to move it for now and later look at it.

Mayor Webber thought this was on the Cities legislative priorities last year and asked for comment from Mark Duran who was online.

Mr. Duran said he was correct that it was on the priorities list. He was not sure how long it had been passed along from resolution to resolution. Mayor Webber thought it not that long because the bill's sponsor Representative Matt McQueen, promoted it both times. It was to make

sure people living here in their home did not get taxed off their land when cash poor. It is different with people who own two or three homes and don't live here with only a winter or summer residence who are beneficiaries of the 3% cap. They are often astonished at that rate. In looking for an opportunity to dedicate money for Affordable Housing and able to afford more than 3% increase, it is a likely opportunity which he championed. It is a very thoughtful way to spread the taxes to those who can afford it. It would help our people to keep their ancestors' property.

Mr. Guillen looked back and found it was just two years.

Mayor Webber said the legislation was on comprehensive tax reform and this matter was a latecomer and did not get included in that measure. He agreed with Councilor Vigil Coppler to change the tax title and to remove the 3% cap on property for those who don't live here. He couldn't support it now but could only support the second amendment.

Councilor Vigil Coppler asked then how you would support no public hearing on it.

Mayor Webber pointed out that we have not had hearings on many resolutions. We are advisors as elected representatives, and he felt this was a good measure to support at the Legislature as a priority and felt it would have broad support. Why single this one out?

Councilor Vigil Coppler said it was because it is a tax measure and she felt people would want that opportunity to speak to it. Among All the Other measures, it might get hidden.

Councilor Cassutt-Sanchez said that during her campaign visiting constituents there was a lot of support for this measure.

Councilor Garcia asked Councilor Vigil Coppler if she was willing to drop her first amendment.

Councilor Vigil Coppler said it looked like she didn't have the support, so she would take off the first amendment to strike language on page 5.

Ms. McSherry advised her to withdraw her motion and make a new one.

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

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Garcia, to approve Resolution 2020-44 with her (second) amendment to change occupancy surtax to additional Lodgers' Tax.

Discussion on the Motion:

Ms. McSherry pointed out that if passed, no other amendments would be included. So now is the time to add other amendments.

Councilor Vigil Coppler said that was why she invited Councilor Villarreal to include it here.

Councilor Villarreal said she was waiting for her turn.

MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt-Sanchez, to amend the motion to insert two further whereas statements. "Be it further resolved that the Governing Body supports a statewide ban on the use of no-knock warrants and requiring the use of body-worn cameras during the execution of any search warrant as established in Ordinance 2020 – 32." "Be it further resolved that the Governing Body supports and endorses any legislation that creates prevention mechanisms and/or funding support for individuals and families who may, or are, experiencing evictions as a result of the COVID-19 pandemic." On page 4, line 16 strike "supports" and insert "advocates for." On page 6, line 18 strike "Priority" and insert "Priorities." On page 6, line 19, after the first occurrence of "the" insert "legislation is aligned with City goals and priorities established herein and the".

Discussion on the Amendment:

Councilor Vigil Coppler asked about the no-knock amendment whether it came from the Municipal League or something she just wanted to add on.

Councilor Villarreal added it because we supported it for the City and there was discussion about how we would not be able to control any other no-knock warrants if they occurred at the State level or County level. So it is important to look at no-knock warrants' legislation at the state level.

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

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

Against: None.

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

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

Against: None.

k. CONSIDERATION OF RESOLUTION NO. 2020-45. (Councilor Garcia and Councilor Vigil Coppler)
A Resolution Adopting the City of Santa Fe Mitigation Plan. (Kyle Mason, Emergency Management Director, kamason@santafenm.gov, 955-6704) Councilor Rivera – page 12 of the packet.

Ms. Vigil read the caption.

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Lindell, to approve the Resolution for the Mitigation Plan as resented.

Discussion on the Motion:

Councilor Rivera thought on page two of six for the characteristics list that the numbers seemed too low to him.

Director Mason agreed those numbers are too low. They are only for 18-24-year-old people. The Contractor who supplied them will correct the numbers before submission to FEMA for state and federal review. We have opportunity to update the plan annually without further review.

Councilor Rivera asked if we could just leave the rest as is and just correct that one page.

Director Mason suggested the motion could include directive to correct the numbers. He didn't have them in front of him based on the US Census. It

was just complicated because of the dataset and he could correct the table. High school was 88.6% and graduating from college was 41.4%.

Councilor Rivera thanked him. That sounded much better. He asked if FEMA makes decisions based on the characteristics shown here.

Director Mason said they look at the mitigation packet. But they do not look at the specificity in this plan. They would expect those numbers to change and that would not impact funding ability.

Councilor Rivera thanked him for looking at that. He was glad Director Mason was able to get the numbers out and give us more confidence in the characteristics of education around the City.

Councilor Villarreal asked about the section on the consultant.

Director Mason explained that was from a previous version of the plan. We provided a 30-day comment period and got no comments.

Councilor Villarreal noted it was obviously simplified but also obviously biased. She wanted to flag that but had no changes. This is for us and she was curious on the best way to represent history. She didn't have amendments. This section is biased, and the Governing Body should discuss why have them in there.

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

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

Against: None.

11. DISCUSSION/ACTION ITEMS

a. Request for Approval of a Settlement Agreement with Gail Gilbert to Resolve Issues Related to Two Administrative Appeals Concerning Remodeling and Construction Projects at 503 Camino del Monte Sol, which is Located within the Downtown and Eastside Historic District, Case Nos. D-101-CV-2019-02819 and D-101-CV-2020-00979 (Sally Paez, Assistant City Attorney, sapaez@santafenm.gov, 955-6501)

Ms. Vigil read the caption.

Ms. Paez was present.

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Abeyta, to approve the settlement agreement 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 Santa Fe Trails Agency Safety Plan. (Thomas Martinez, Transit Director of Operations, tamartinez@santafenm.gov, 955-2006 and David A. Chapman, Grant Administrator – Writer, dachapman@santafenm.gov, 955-2010)

Ms. Vigil read the caption.

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt-Sanchez, to approve the Transit Safety Plan as presented.

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

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

Against: None.

c. CONSIDERATION OF RESOLUTION NO. 2020-46. (Councilor Villarreal) A Resolution Extending the Earlier Start Time of Afternoon Sessions of Governing Body Meetings to 4:00 P.M. and Evening Sessions of Governing Body Meetings to 6:00 P.M. Through the June 30, 2021 Governing Body Meeting. (Jesse Guillen, Legislative Liaison, jbguillen@santafenm.gov, 955-6518)

Ms. Vigil read the caption.

MOTION: Councilor Abeyta moved, seconded by Councilor Lindell, to approve the Resolution on meeting times extension as presented.

Discussion on the Motion:

Councilor Villarreal explained that she put forward this as a suggestion. She was not willing to the idea and asked if this time schedule has reduced Staff overtime.

Mr. Guillen said he had no record of overtime prior to the change. Only one Staff member had accrued overtime. The rest were on comp time. So it only affected one person. He didn't know about overtime before the start.

Councilor Villarreal wanted to know if there were fewer Staff receiving overtime as a result of time change. If it passes, we need to look at that to know if it helps save staff costs.

Councilor Vigil Coppler knew it was not in the resolution but asked if there was any ending time limit change like 10:30 now.

Councilor Villarreal asked if she was suggesting changing the stop time. We still continue going past 11:30 now.

Councilor Vigil Coppler agreed. We take a vote on whether to continue past 11:30 when it is 11:30 stop time. She guessed that hasn't changed.

Councilor Villarreal thought we had to suspend because it would go into next day.

Ms. McSherry explained the Governing Body has to end before the end of the day unless a vote is taken to extend it.

Councilor Vigil Coppler thought it was a courtesy to the public.

Ms. McSherry suspected that was probably the original reason.

Councilor Rivera asked Councilor Villarreal, if COVID were to end, that her intention was to continue to June 30 in order to test out in-person meetings.

Councilor Villarreal thought being virtual just takes more time. If the pandemic is over, the Governing Body doesn't need to meet at 4:00 any longer. She asked if it needed an amendment for that.

Mayor Webber did not know. He asked Ms. McSherry if we could reconsider that if COVID is over earlier.

Ms. McSherry said it is June 30 in the resolution and she could put a therefore language in it for the COVID reason for a virtual meeting.

Mr. Guillen suggested another statement un the “Be It Resolved” section.

Councilor Rivera noticed on page 2, line 7, it says June 30, 2020 and should say 2021. Mr. Guillen thanked him.

Ms. McSherry suggested, on that same line, to change it to “Now Therefore Be It Resolved that the Governing Body of the City of Santa Fe time is hereby continued, and Governing Body continues to meet virtually.

Councilor Villarreal/Councilor Cassutt-Sanchez to amend to add that sentence.

MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt-Sanchez, to amend the Resolution as just stated.

Discussion on the Amendment:

Councilor Cassutt-Sanchez said she had the same question.

Councilor Garcia wanted to second the financial impact question. He thought the virtually meeting will probably become more of a hybrid meeting. The OMA allows us to meet virtually and some who have not been vaccinated might prefer hybrid. He did not think in-person would happen by June 30.

Councilor Vigil Coppler wondered if the Governing Body was changing the meeting time for ever. Why would we go back to 5:00 when in-person? Those who live on the outer edges, we are traveling to City Hall in lots of travel. She liked 4:00 better.

Councilor Cassutt-Sanchez said it takes more time to get to City Hall. As we move out of COVID for hybrid models should seek public comment.

Councilor Rivera thought the language proposed would cover a hybrid mode also. He supported continuing at 4 and 6.

Ms. McSherry was not sure we could have a virtual plan and suggested the Governing Body come back to it later. We don’t know what the hybrid model would look like.

Mayor Webber appreciated the discussion and what we have learned from virtual meetings. There are clearly benefits. He wondered if we could adopt it for now but review it at a later time. Can we get it back in a timely meeting for the first post-COVID-19 meeting?

Ms. McSherry suggested it could say when the Governing Body is not meeting in person, Councilors could be in-person and public virtually or vice-versa.

Councilor Garcia favored not figuring that out now but later in the springtime if we need to adjust and plan to meet virtually for the summer. Some would prefer virtually.

Mayor Webber saw the amendment would introduce some complexity.

Councilor Villarreal withdrew her amendment and Councilor Cassutt-Sanchez withdrew her second.

Ms. McSherry pointed out the Resolution still needs the date fix.

MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt-Sanchez, to amend the end date from June 30, 2020 to June 30, 2021.

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.

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

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

Against: None.

d. CONSIDERATION OF RESOLUTION NO. 2020-47. (Councilor Lindell, Councilor Abeyta, Councilor Rivera, Councilor Vigil Coppler, Councilor Villarreal, and Councilor Garcia)
A Resolution in Support of the National Veteran Cemetery Administration's Veterans Legacy Program. (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678)

Ms. Vigil read the caption.

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Lindell, to approve the Resolution in support of the Legacy Program as presented.

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

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

Against: None.

e. Request for Approval of Amendment #1 to Service Contract 19-0653, Extending the Term Through 12/31/2021 and Increasing the Compensation by $325,000 Plus NMGRT for On-Call Urban Planning and Economic Analysis Services; Strategic Economics. (Sam Burnett, Public Works Property Maintenance Manager, jdburnett@santafenm.gov, 955-5933)

Ms. Vigil read the caption.

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Lindell, to approve the Service Contract Amendment #1 as presented.

Discussion on the Motion:

Councilor Villarreal was curious about deliverables and who would be privy to the documents and where they would be kept and how that has helped us with Midtown.

Manager Burnett said they are delivered directly to the Midtown Steering Committee which made up mostly of Supervisors. There are still issues related to privacy that prevents sharing all documents and the process currently being followed. The role of Strategic Economics has been to provide economic analysis and urban planning and support. Because of

COVID, it has expanded a little to deal with the challenges in the redevelopment of Midtown. This extension is based on that fact.

Councilor Villarreal thanked him and said that answered some of the questions. Does their analysis come from developers? Is there some help to developers as well as Staff?

Manager Burnett said their deliverables provide guidance to both the City and the Developer. They would analyze conceptual plans of the Developer, but that role has changed. They are helping both to understand the economic field we are working in now. So yes, to both of those questions.

Councilor Villarreal wanted to make sure we are being consistent. What the consultant was to have provided has changed because of the pandemic. She wanted to make sure their work is still going on.

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

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

Against: None.

12. MATTERS FROM THE CITY MANAGER

Manager LaPan Hill the current statistics on number of COVID cases. There are eight new cases among City employees. Her weekly report was from Friday, December 4 to December 8.

She was planning a meeting with health professionals as a study session for the latest information and feedback for the next stage of COVID response with vaccines on the horizon. She was considering December 21 for the date.

She pointed out the closed caption button at bottom of the screen, which had been requested.

She acknowledged the City Clerk and thanked her for her service. We owe Ms. Vigil a debt of gratitude during these times.

She announced that City employee, John Martinez, died over the weekend.

She is working on a Christmas drive-through event and Light Up Santa Fe for light displays around the City.

Lastly, the Santa Fe Fire Department will be hosting a Holiday Show on December 18-19 as drive-through. Donations are always needed.

The Governing Body does meet on December 16 as our last meeting of the year.

She wished everyone a safe holiday and great 2021. We will work through the challenges of this time.

13. MATTERS FROM THE CITY ATTORNEY

Ms. McSherry acknowledged the help she receives with procedures and records on a daily basis from Ms. Vigil.

She recommended an executive session on two matters of litigation with possible actions afterward on matters involving our Fire Department and licensure of a company hoping to move into the Santa Fe area, and the other in joining in an amicus brief at the Fifth Circuit Court of Appeals regarding State of Texas v. United States regarding MALDEF.

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 the American Medical Response Ambulance Service, Inc., Public Regulations Commission Case 20-00125-TRM and Joining an Amicus with the City of Los Angeles and Other Local Governments in Support of the State of New Jersey and the Mexican American Legal Defense and Educational Fund (MALDEF) in an Appeal From the Southern District Court of Texas to the Fifth Circuit Court of Appeals in State of Texas v. United States (S.D. Tex. 1:18-cv-00068). (Erin K. McSherry, City Attorney; ekmcsherry@santafenm.gov, 955-6512).

MOTION: Councilor Rivera moved, seconded by Councilor Romero-Wirth, to go into Executive Session to discuss the matters recommended by the City Attorney.

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

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

Against: None.

The Governing Body went into executive session at 5:29 and returned to open session at 6:05 pm.

MOTION: Councilor Rivera moved, seconded by Councilor Romero-Wirth, to return to open session, stating for the record that discussion was limited to those 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.

14. EXECUTIVE SESSION ACTION ITEMS

a. Approval of a Settlement Agreement to Dismiss the City's Interest in American Medical Response Ambulance Service, Inc., Public Regulations Commission Case 20-00125-TRM. (Andrea Salazar, Assistant City Attorney, asalazar@santafenm.gov, 955-6303 and Michael J. Suber, Medical Officer, Santa Fe Fire Department, mjsuber@santafenm.gov, 955-3603)

Ms. Vigil read the caption.

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Lindell, to approve the Settlement Agreement 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. Approval to Join an Amicus Brief with the City of Los Angeles and Other Local Governments in Support of the State of New Jersey and the Mexican

American Legal Defense and Educational Fund (MALDEF) in Their Intervention and an Appeal to the Fifth Circuit Court of Appeals in State of Texas v. United States (S.D. Tex. 1:18-cv-00068). (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

Ms. Vigil read the caption.

MOTION: Councilor Villarreal moved, seconded by Councilor Garcia, to approve joining the Amicus Brief as requested.

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

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

Against: None.

15. MATTERS FROM THE CITY CLERK

Ms. Vigil wished everyone Happy Holidays.

16. COMMUNICATIONS FROM THE GOVERNING BODY

Councilor Cassutt-Sanchez recognized Ms. Vigil as Clerk. She has been extremely helpful.

She noted the information on her introduction was incorrect.

Ms. McSherry urged her to go ahead and add something.

Councilor Cassutt-Sanchez said it is a Resolution directing the City Manager to provide written updates and presentations at every regular Governing Body meeting with information regarding the COVID-19 response from the Police Department, Fire Department, Human Resources and Emergency Management and Safety. It is cosponsored by Councilor Lindell and Councilor Villarreal. She commented that it is to see where we are in getting out of the pandemic, where we are hitting the mark and where there are opportunities for more response. It will go to Public Works and Utilities on Monday and to the Governing Body next week.

She wished Happy Holidays to everybody.

Councilor Rivera asked City Manager LaPan Hill once again to thank the City crews for their great job and how appreciated they are by the City Council. She gave a huge thank you to the City Clerk with whom he has worked for many years. He was disappointed she was leaving during the pandemic because she deserves a much better send-off. He hoped once it is over that the City could give her a more proper send-off that she so much deserves. She has done so much to help the people in her office right now and many past officials as well. She will be hard to replace and he wished her the best and thanked her for her many years of service.

Councilor Garcia gave a huge shout out to Ms. Vigil. She definitely has some big shoes to fill. She will be missed greatly. Once we are through the pandemic, she will definitely be invited for a proper send-off.

COVID numbers are going up. Everyone – be safe during the holidays. There is moisture in the forecast and hoped for enough snow to make a snowman or snow angel. He respectfully asked to add Matters from the Floor to the special Council agenda next week.

Councilor Vigil Coppler wanted to ask that the City Manager consider keeping an eye out for weather conditions. The last time there were such conditions, the employees were not given a delay that was warranted. She saw several Police officers handling accidents and we need to remember that there are still essential workers out there and not working from home that deserve to be considered. We can't forget that. She pointed out that the City has a system in place and should not have to rely on department directors to handle the notifications. The message is called into the TV stations and radio stations and whatever else is done.

She asked Mayor Webber when we will get the letter that the former mayors who met with the Chart Committee who wanted the Governing Body involved in some of the agreements that were made. She didn't know what they were but apparently Mayor Webber made a commitment to give the Governing Body a letter that was drafted or would be drafted that he shared with the former mayors. At least one mayor did discuss that. She didn't know if he planned to give the communication. If there is such a letter, she would like to get a copy.

Mayor Webber said there is no such letter.

Councilor Vigil Coppler thanked the City Clerk for many years of service to the City. We don't know on a day-to-day basis what employees do. But she was very proud of Yolanda Vigil and her institutional knowledge – helping the City to avoid mistakes and keeping the Governing Body on track. She wished Ms. Vigil well and know she would go forth and do great things.

Councilor Lindell joined all the others in thanking Ms. Vigil. Once COVID is over, we will get together to celebrate her retirement.

The Holiday is kind of a naughty or nice thing. An opportunity to be nice and put our arms around each other. It has been a tough year. Let's be good to each other as much as we can. We will get through the struggle together. I can't wait to get the vaccine.

Councilor Villarreal echoed all the appreciation for our City Clerk. She appreciated Ms. Vigil's integrity, especially with the job of City Clerk, running elections impartially and all the attention to details and going through the process with candidates running for office and public financing. "You served with love and I will miss you in the meetings. I hope we will be able to connect later on and celebrate your commitment to the City and residents."

She thanked Staff for the closed captioning and she just heard that Spanish translation will be available in January so others can participate.

She asked for some training on amending motions. It feels like it changes, and she wanted Councilors to be on the same page.

She introduced a resolution on NNSA to prepare and complete a new site-wide environmental statement on LANL as they seek to expand plutonium pit production at the facility. She is also cosponsoring Councilor Romero-Wirth's resolution and Councilor Cassutt-Sanchez's.

Councilor Romero-Wirth extended best wishes to Ms. Vigil on her 40 years with the City. When she was running for office as a Councilor, Ms. Vigil helped her a lot and is very professional and knowledgeable.

She introduced a resolution in support of the appropriation of funds by the Legislature for the New Mexico grown fresh foods and vegetables for schools and senior meal program and related education program for farmers. Councilor Cassutt-Sanchez is also a cosponsor in addition to Councilor Villarreal.

Councilor Abeyta also thanked and congratulated our City Clerk. He acknowledged as others for the help she always gave us and for helping us through rank choice voting. It is just one example. He wished her a long, happy retirement.

Mayor Webber introduced a resolution for PNM and notice requirements for Governing Body upcoming. Happy Hanukah The Festival of Lights starts tomorrow night in celebration of cleansing of the body as a whole from COVID. Looking back on 2020, it has been a challenging year and the Governing Body deserves

applause for lots of hard work, not only contending with COVID-19 but having to rewrite the budget three times.

He gave thanks to the City Manager and City Attorney as we head to the end of 2020 and begin to look at it in the rear-view mirror. Thank you all.

To the City Clerk, he wanted to make a very personal statement. Ms. Vigil took him under her wing and taught him how to manage meetings and city government. Generosity of spirit and how to get things done whether helping the community at large or employees. "I feel a tremendous debt of gratitude personally and institutionally and look forward to toasting you and recognizing you in a public way, not a Zoom way, as a token of appreciation and gratitude. I know you will enjoy the freedom and ability to take care of your spirit."

Ms. Vigil thanked everyone for their kind words. It is hard to find the words. She read a statement of God's blessings as a prayer for the Governing Body and a quote from Mark Twain "It is never wrong to do the right thing."

EVENING SESSION – 6:25 P.M.

17. ROLL CALL

Members Present Remotely
Mayor Alan Webber
Councilor "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
None

18. PETITIONS FROM THE FLOOR

Miguel Gabaldon announced the hearings going on regarding the obelisk and crimes. More will be heard on December 23 and into January. He was looking forward to evidence by the Police Department and providing to the DA all the evidence by private citizens. He hoped it would be respected. Have a great holiday

and all those who work in the public sector and Staff of the City. He extended gratitude to Ms. Vigil for all her service. She did a great job through all her tenure and wished her a happy retirement. There are big shoes to fill there.

Stefanie Beninato thanked the City for not having a farolito drive by and for announcing the special meeting next week. The HDRB has had trouble from lack of public notice. They have canceled two meetings out of the last five meetings because of lack of public notice. She gave a shout out to Ms. Vigil. And said she and her staff have worked through the whole pandemic and went far beyond their job descriptions to help her find what was open. She found out that Salvador Perez is now open finally after being closed for two years and spending $2.5 million. Hopefully, there will be public input at the special meeting.

She made comments on a bar at the Plaza where people are not wearing masks, and some are smoking on the Plaza. Smoking is prohibited on the Plaza and security should do something about that.

There were no other petitions from the floor.

19. APPOINTMENTS

a. Occupancy Tax Advisory Board

Ms. Vigil stated the nominee for OTAB is Keith S. Kirk to fill an unexpired term ending 2/2021.

MOTION: Councilor Lindell moved, seconded by Councilor Villarreal, to approve the nominee, Keith S. Kirk, to the Occupancy Tax Advisory Board as presented.

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

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

Against: None.

20. PUBLIC HEARINGS

a. CONSIDERATION OF BILL NO. 2020-34. ADOPTION OF ORDINANCE 2020-31. (Councilor Rivera and Councilor 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. (Marcos Martinez, Senior Assistant City Attorney, mdmartinez@santafenm.gov, 955-6502)

Ms. Vigil read the caption for this item.

Public Comments:

There were no speakers from the public for this hearing.

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Cassutt-Sanchez, to approve Ordinance 2020-34, 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 a Resolution and Bill Related to Impact Fees. (Carlos Gemora, Planner Senior, cegemora@santafenm.gov, 955-6670)

1) CONSIDERATION OF RESOLUTION NO. 2020-48. (Mayor Webber) A Resolution Adopting the "Impact Fee Capital Improvements Plan 2021-2027 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, NMSA 1978, Section 5-8-30.

2) CONSIDERATION OF BILL NO. 2020-33. ADOPTION OF ORDINANCE 2020-32. (Mayor Webber)
An Ordinance Amending Section 14-8.14(C) SFCC 1987 to Add a Reference to the Impact Fee Service Area; Amending Section 14-8.14(E) to Adopt a New Impact Fee Schedule and Clarify Appropriate Land Use Categories as they Relate to Impact Fee Collection; Amending Section 14-8.14(G) to Add a Reference to the Impact Fee Service Area; Amending Section 14-8.14(J) to Add a Reference to the Impact Fee Service Area; Adding a Service Area Map as Exhibit F in the Appendix to the Land Development Code; and Establishing an Effective Date.

Ms. Vigil read the caption for these two items. Two motions are required.

Public Comment:

There were no speakers from the public regarding this proposed resolution and ordinance. Mayor Webber closed hearing portion.

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Abeyta, to approve the Resolution for the ICIP 2021-2017 as presented.

Discussion on the Motion:

Councilor Villarreal asked Staff to provide context on it.

Ms. McSherry noted the Staff presentation should have preceded the public comment.

Mr. Gemora shared his screen and presented details. The goals in this ICIP are legal compliance, avoid drastic changes and consider Naturally increasing Infrastructure. It establishes good foundation on costs. It has a more critical review of impact fees. He showed maximum calculated fees on a spread sheet and stood for questions on it.

Councilor Vigil Coppler asked if by adopting this, we are adopting impact fees into 2027.

Mr. Gemora agreed but it doesn't determine how much the fees will be. It establishes a maximum and identifies the projects that might be eligible for those fees.

Councilor Vigil Coppler noticed there were no committee action sheets in the packet.

Mr. Gemora was not aware of that. He said it went to PWUC on November 9 and was recommended for approval. Finance met on November 30 also recommended approval.

Councilor Vigil Coppler pointed out that the action sheets should be available to the public also.

Councilor Villarreal was supportive of it. The City needs to update impact fees. She clarified that questions were posed by the Santa Fe Area Homebuilders. When we collect impact fees, who decides how the fees are distributed?

Mr. Gemora said it was a great question and a great letter from SFHBA. Parks asked for allowing three parks to move forward and for the process. The Homebuilders' questions were for a more formal mechanism on prioritizing funds. We could enter a more comprehensive ICIP process but that was not in this scope.

Councilor Villarreal considered that an important piece. She thought there was a group who weighed in on the allocation.

Mr. Gemora explained that CIAC is the Committee that does that. The project is already eligible so CIAC reviews the project to make sure it complies with the regulation. That is going to Finance and then will come to the Governing Body for approval.

Councilor Villarreal asked him to elaborate on the schedule.

Mr. Gemora explained that certain contracts come here after CIAC and Finance and then either to the Governing Body or to the City Manager for approval.

Councilor Villarreal understood that CIAC members are appointed to represent Districts and had some other requirement.

Mr. Gemora said they represent Councilors and the Mayor. Each Councilor appoints a member, and they need to represent the construction industry.

Councilor Villarreal commented that the Homebuilders Association was hoping we would ensure the total fees collected would go into the Land Use Department for staff and other costs.

Mr. Gemora clarified that the 3% is not used for City Staff and Director Isaacson has some plans for that.

Director Isaacson said this is something that got his attention in the process and schedule. He planned to discuss it with Mary McCoy in coming year to use the 3% to support staff administration. Tonight we are asking to adopt the plan and he will make the request later.

Councilor Villarreal thanked them. That is important, considering how the construction industry is now.

Councilor Vigil Coppler fully agreed with those comments. If they are collecting fees, there needs to be a trail how the funds were used to correct the problem. It causes more work by Staff, but the funds had not been used to get more Staff. The funds should go to help with that issue.

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

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

Against: None.

MOTION: Councilor Abeyta moved, seconded by Councilor Lindell, to approve the proposed Ordinance regarding Impact Fees as presented.

Discussion on the Motion:

Councilor Abeyta thanked Mr. Gemora and Director Isaacson. This is very technical, and it takes a lot of research and work. Thanks for a job well done.

Mayor Webber agreed. It was a terrific effort and tremendous coordination. There were many components on the material presented tonight. It is not only timely and incredibly valuable but a service to the City and all of us with this package.

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

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

Against: None.

c. CONSIDERATION OF BILL NO. 2020-32. ADOPTION OF ORDINANCE NO.2020-33. (Mayor Webber, Councilor Lindell, Councilor Romero-Wirth, and Councilor Villarreal)
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; Amending the Table of Permitted Uses, Table 14-6.1-1, Regarding 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; and Amending Section 18-10.4 SFCC 1987 to Dedicate a Portion of the Municipal Gross Receipts Tax Generated from the Rental of Short-Term Rental Units to the Affordable Housing Trust Fund. (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 for this hearing.

Mayor Webber acknowledged there were many who wanted to speak to this. He briefly reviewed the procedures.

Staff Presentation:

Ms. Paez presented the proposed ordinance and reviewed the key features of the legislation and noted the pending amendments. This has been years in the making and over time an increasing desire to change the ordinance. She became involved in 2019. The concerns then were the impacts of STR on neighborhoods and the clusters in certain parts of town. At one time, it was more mom-and-pop operations but later on, it exploded with Air BnB and VRBO involved. To address the concerns, Councilors sponsored amendments to balance quality of life in the neighborhoods while allowing the STR industry to flourish and contributions to the local economy.

We are balancing a lot of policy objectives, to clean up the ordinance and introduce a few new things.

In June 2020, two companion bills to amend the Land Use Code were introduced. The enforcement section introduced new material with penalties, permits, etc. The two bills went to the Planning Commission in June and received tremendous amounts of written and live testimony and ultimately provided a memo for reconsideration and a request for more time. In response, sponsors decided to table the ordinance. It stayed on track and was a helpful process with a tremendous amount of engagement by many members of the public who participated in the public input process. A second draft was introduced into the process.

The current bill has been reviewed by the Planning Commission and the Council Committees. She provided some highlights – a distinction of STR in residential neighborhoods with a permit, the need to be registered with the City. A maximum of 1,000 permits in residential zones. The bill requires that a permit must be held by a natural person and not a business entity. Permits are limited to one permit per natural person. The bill also prohibits transfers of permits and requires a local operator 24/7 for each unit. Owners must show their registration # on all listings. The bill has grandfathering for each year and new fire safety inspections. Those are the big areas in this bill.

Ms. Paez highlighted the amendments next. There were five amendment sheets by the Governing Body members which were also available on the City website. She listed the amendment sponsors.

The first amendment, with comments from the Planning Commission, would allow a permit to be transferred in the limited circumstance of death of the permit holder. It also would remove a provision for an STR in a 200-foot buffer zone that is adjacent to a residential area. It also includes a permitted use table. It was supported by the PWUC and Finance Committees but the other amendments have not had a recommendation from Council Committees.

The second sponsor amendment would establish an effective date of January 1, 2021. It clarifies that new applications would not require the new required records until 2022 at renewal. The existing permit holders have one year before the need to turn them in. It would also create a carve out for January 15 and 16 with the rentals could be unlimited and not subject to the seven day limit. The amendment also corrects a drafting error to clarify that new applications are subject to the $100 application fee.

Councilor Vigil Coppler’s first amendment directs that a portion of the dedicated revenue would go to the Affordable Housing Trust Fund and the second amendment includes a provision that if the STR is owned by a business entity, that

the entity shall be responsible for any civil or criminal penalties and that the natural person that holds the permit.

Councilor Garcia's amendment limits to one rental per seven-day rule.

Director Isaacson did not have anything to add.

Public Comments:

Susan Orth, President of the Santa Fe Association of Realtors, said many of our suggestions were incorporated but we remain concerned on the negative impact of COVID on the economy. We support a pause in this proceeding and during that time to implement the enforcement provisions. The Association is also concerned about liability on persons. Grandfathering will create two types of owners. We urge removing the more restrictive 50-foot radius on the property's entire boundaries. The Association urges support of Councilor Vigil Coppler's amendment for funds being dedicated to the Affordable Housing Trust Fund. New funding can be leveraged successfully.

Rick Martinez said this ordinance does not have the primary residence requirement for residential areas and a STR property can always be given to an agency. That needs to be kept in the ordinance. He couldn't figure out the difference between a registration and a permit. He questioned why both should be incorporated. He did not support the 24/7 provision in this the Governing Body to give the neighborhood a break with a day off.

Diane Ako had a condominium at 209 E. Berger. She said the ordinance has many objectives. She wanted Director Isaacson to concentrate on city renters without permits. She thought there were a huge number of such people. As one with a permit, she sees a lot of the unpermitted renters having a lot of the issues. She wanted the City to consider inheriting . She has been training her daughter three years to do this. Obviously, if I died, she cannot continue this permit that opportunity would be a complete loss to our family. She felt the 50-foot radius is not fair, especially for people who already have their home without control over who purchases property next to them. She has had her home for 30 years. Limiting to one reservation per every seven days is not fair. That is difficult to manage. She asked why it is such an issue to have only 1,000 permits. That is a big problem that is not her fault.

Janet Williams, 1200 Don Gaspar, strongly advised the Council to include a residential requirement. Out of town people are just raping our City by investing in STR and taking housing properties off the market for local people. We must require residency for anyone wanting to have an STR.

Pat Lillas, 2119 Conejo Drive, STR, like Air BnB and VRBO have become a serious world-wide problem. The ordinance doesn't add a residential requirement that most other cities have. It encourages a second home for profit and puts us in competition by anyone with money to purchase a second home and the single person doesn't have to be a resident. 13 cities have residential requirement. It has made it more expensive for others to live here while turning neighborhoods into businesses.

Paula Moya said she and her husband are license owners and have a home here. She grew up here and plans to move back here. They are working with local contractors. She is opposed to the residential requirement and offended. They plan to move here at retirement. The one per day restriction makes it difficult to schedule and they rarely have more than one person in seven days, but it is difficult. She supports inheriting. They have no problem managing and keeping their property up and hope the City keeps them in mind with changes.

J.D. Garfield said thanks for what you are doing. We are in District 4 and have been here since 1986. All our children went to school here. We are looking to invest in our community. With this pandemic, he is out of work. He was concerned about enforcement. He wants to play by the rules. He is paying taxes and following the regulations. But when they are not followed by others, it makes an unlevel playing field. We need to make sure we have Affordable Housing. I support what others have said, and I hope we can have reasonable agreement.

Bran Leer, 1603 Garfield, and President of the STR Alliance, said they are committed to be lawful permit holders. She was pleased with Councilor Garcia's amendment of limit of seven days. She has two houses and felt the limit of a thousand permits is a hard requirement. Most other cities have a residential requirement.

Laura Decker,144 Candelario Street, said she is a licensed realtor and owns a vacation management agency here. She could see the impact on the City giving work for cleaners and landscapers. She noted that many guests check out Santa Fe as a place to live when they stay in a private home. Many do move here. Having regulations on the industry is important, but many of the proposed changes need more examination. The 50-foot radius is one. The thousand permit cap and one permit per person discriminates against single people. A rule for total number of reservations would be better. The City needs enforcement before making more changes.

Amy Boldrick, 628½ Camino de la Luz, said she understands both sides. She has lived here since 1985. Her primary residence is an STR and is in the process of adding on for a second unit. But with COVID-19, she is having a hard time to finish.

She recommended the grandfather provision and a waiver from the 50-foot radius. It is hard to regulate one rental in seven days and should be two or 50-52 rentals per year. She was not even aware of that rule. She is also a realtor and would like to help with Affordable Housing with Lodgers' Tax and an additional fee for that.

Kelly Gold, 108 Candelaria Street, was opposed to these changes but appreciated the feedback. She owns a STR and is a realtor. The seven-day section is very difficult to manage with her guests. Most visitors don't come for 1-2 nights. We have 3-night minimum and she felt it should not be part of the ordinance or make it a maximum number of rentals per year. That would be easier to manage and take a grey area out of the ordinance. She wanted a little flexibility such as maybe 60 rentals per year. She understood the neighborhood not wanting the traffic every day.

Jay Taylor, 111 Jemez Street, supported more enforcement. Many illegal STRs are operating without a license. There are not many companies owning STRs. The City needs to focus on those operating legally and those that are not. He wondered what would make illegal owners conform without a massive overhaul. He was at the Planning Commission meeting. This is about tax revenues but should not be. The focus should be on solving illegals first. It is prudent to postpone the vote to determine what components are most important. He thanked everyone who has worked on it.

Stefanie Beninato had lots of questions. Enforcement is a problem in the last three years. Some have one permit but rent out three units. Natural persons may have delegated representatives but one owner. No one is doing anything about parking problems. Some show they have limited reservations. She asked, if you have two units on one property, can you rent out both? Each child could have a property.

Chris Leslie Curtis – 142 Vaquero Road, said she owns two units near the Plaza and joined the STR Alliance – second NM investor in Santa Fe. I oppose one permit per natural person. I have developed two units as a business and depend on it for my income. This is about limiting small businesses and discriminates against single people while a couple can own two. Enforcement will require added resources. Why not help people come into compliance instead of allowing illegal STRs. The timing of these ordinance changes could not have come at a more difficult time. With many vacancies from COVID-19. Thank you for considering the impact on all of us.

Charles Burkhart – owner of Santa Fe Properties, a small busines owner and single dad, didn't know why the Council would consider this today. It will put responsible business owners out of business. It is focused on one concern but now is not the time to do this. You will take money out of our business. Over 80 businesses have closed already, and we cannot afford to lose more. This will hurt

the economy of Santa Fe. We desperately need you to understand the disastrous consequences of this ordinance.

Tamara Hewit, living on Camino San Acacio, said we bought our retirement home four years ago as a fixer upper and we lovingly restored it. We are opposed to the one day-seven-day rule. If people come for a weekend only, it would limit rentals to two per month. She supported Councilor Garcia's amendment to remove that. She liked J.D Education's comments to focus on enforcement. It would be energy well spent. Thanks for what you are doing to make Santa Fe the best possible city.

Richard Woodroof – Oñate Street, said he has been an operator for ten years and manages properties here. He was encouraged by all the comments and won't reiterate them but reinforced one of them. STRs have not gone up for three years. People don't understand the economic impact with these changes. The seven-day rule is impossible. A guest may cancel. He was concerned most that if we destroy this industry with caps on permits and the 50- foot rule and consider it a problem for the City, He questioned the tax basis. He sold ten properties last year to investors who intend to move here within next five years upon retirement.

Elizabeth West, 318 Sena Street with a long-term rental, said she was speaking on behalf of OSFA. We are concerned with this and support postponement. STRs are important to many citizens and neighbors throughout the City and we believe the public has not had enough opportunity to speak on the recent changes. The primary residence requirement should have serious discussion. We are not opposed to businesses, but a primary residence is very important.

Jeff Little, 4129 South Meadows Drive, wondered if anyone was following the seven-day rule now. The only way to follow it is to cancel reservations. This means they would get 10% of traffic and a major drop-off of revenue in addition to the calendar issue. Santa Fe has been hit far more than most because of COVID. People are paying taxes whether licensed or not and it hurts small vacation renters. He had to give refunds last spring. Friday to Sunday has already been spoken.

Ellen Proctor, 3037 Sandia Circle and long time Santa Fean, has had a vacation rental since 1979. She pretty much agreed with the recommended changes and seven-day rule is probably the most important. We manage long term and STR rentals. People love Santa Fe and abide by the rules. We give them all the information. They generate lots of revenue. We do a good job and like welcoming people to Santa Fe. She had spoken with Director Isaacson, who has been great. We are not Air BnB; we are local and have lost $5,000 since March. We are not going anywhere and glad to answer your questions in the future.

Roxanne Collins has an STR and lived has here most of her life. "Mom left me the home which I lived in growing up. The seven-day rule is very difficult, and I am

holding the house so my sister can move back and STR helps with utilities and expenses. The people who stay are screened well. They enjoy New Mexico and our personal touch. I know my neighbors very well and ask for feedback if they are noisy. I offer it to people in the Legislature because it is close by. Thanks for your time. I'm learning a lot."

Simon Cisneros said he had not planned to speak. He was not a native New Mexico person. "Mom and sisters come to Santa Fe all the time and we have social connections and realized we could own property there. We love it there and when not there, we share our love with guests on the STR platform. My sister wants to retire there soon, and these rules might put a damper on her plans. The rules of STR are not justified. People come and spend a ton of money and we get to share it with people all over the world and do it better than any hotel. I am in support of the changes. Happy Holidays to everyone."

There were no other speakers from the public and the public comment part was closed.

MOTION: Councilor Garcia moved, seconded by Councilor Vigil Coppler, to table this matter.

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

For: Councilor Garcia, Councilor Rivera, and Councilor Vigil Coppler. Councilor Garcia requested time to explain his vote.

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

Councilor Garcia explained it is evident overwhelmingly from the public that we need to focus on enforcement. An article date June 23, 2019 where we were focusing on enforcement is key. Two sponsors were quoted in it. One said, initially what we need to do is enforcement and we are focusing on the wrong thing. Probably 40% are operating out of compliance we have done nothing to plan for enforcement. We don't have a plan how to enforce if these changes take effect.

He agreed we need changes but priority #1 is to enforce. If we move forward, we are not listening to community concerns.

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Lindell, to approve this ordinance with the first sponsor's amendment that passed through committees, but not the second.

Discussion on the Motion:

Councilor Lindell noted we have worked on this for over eight months and many meetings and many hours and considered everything. We have people who want a primary residence requirement and people who feel nothing we worked on in those eight months to be reasonable. It is a full spectrum. Everyone has their place in it. This committee spent a huge amount of time trying to find middle ground to preserve neighborhoods and a reasonable effort to preserve businesses. We listened to many people and lots of groups – all of them with their own self-interest and that is okay. It is up to us to find the middle ground and treat these groups fairly. We have made many compromises within the community. We didn't all agree but came to an agreement that works. That is philosophically what we tried to do.

She thanked the Staff who spent a huge amount of time on it. Iv it is possible, could we ask Director Isaacson to explain the seven-day rule. That was misunderstood in the comments.

Director Isaacson agreed. And one stay for seven days. The one stay within a seven-day period is to only rent to one guest, e.g. with a stay through Monday, you could have a renter on Friday for the weekend. Conversely, implementing a minimum stay would help with that. Many are requiring a four-day window between.

Councilor Villarreal thanked the public for their comments. We received many emails and calls and different perspectives. There is not a 100% buy-in but perhaps that is a good thing. She and Councilor Lindell have the most in District 1 and the District is impacted greatly by it. We have STRs that are out of control and speculators coming. Seeing the shift from what used to be community members using STRs to add to their income and make a living in Santa Fe made sense. The business model is not what we are looking at. We have a big problem with people working here who do not live here. So the loss of tax revenue is a bigger issue – with workers who cannot afford to live here. She hoped people would consider long-term rentals. That is the bigger issue. She would like to see more STRs turn into long term rentals. To say we have done nothing is personally offensive in the way we have enforced it and worked on the platform, working together. She wanted Director Isaacson to share enforcement that has taken place. It is more than we used to have.

Director Isaacson agreed. Enforcement is an important issue. Thanks to Councilor Villarreal for her statement. The rollout of the database has allowed us to be much more effective and to integrate with our web software that identifies those who are operating without proper registration. In this bill, we are creating a relationship with the platform and permit holders who display their permit number in advertising. Another way we are helping is removing some restrictions such as Councilor

Garcia suggested. This bill will help with enforcement and remove some of the ambiguity. Another big change was made in August when the Governing Body passed the civil penalties that opened a whole new avenue. Now with fines and penalties, we can deal with them.

All of those have made Staff much more effective. During our committee meetings, he shared a constituent whose neighbor was not following the seven-day rule and we were able to deal with it. It is a new paradigm for us in enforcement.

Councilor Villarreal thanked Ms. Paez and Director Isaacson who did research among other cities that enforce STR compliance. We have worked on it for more than a year. So we are taking time to move forward with a version we changed significantly after feedback.

Councilor Romero-Wirth thanked the Staff for all their work, especially Director Isaacson, Jennifer Fabion, and Ms. Paez. Having other people look at and comment on the changes has helped. She also thanked all constituency groups who met with us. There were quite a few.

We didn't just pull policies out of the air to try. We met regularly and discussed pros and cons and tried to achieve how we can lessen the density of STR and limit speculators that are not mom and pop operations. We tried diff things and applied them to our situation – looked at data from STRs we had and how to solve the problems. There are competing interests and we are trying to balance them. When campaigning and knocking on doors, STRs were said to be destroying our neighborhood. But we are a tourist city and people do like STRs and they play an important role in our options. There are lots of good business owners out there and some are grandfathered in. There are additional rules for operation everyone must comply with. We are trying to lessen the negative impacts. There are so many things to talk about. We looked at primary residence rule and felt it was too restrictive and would kill the industry. There are issues on how to determine if it is your primary residence. Do you vote in this community? Do your kids go to school here? We found it unsurmountable for enforcement and chose not to include it. But there are other rules that will really help with how we deal with it.

Regarding enforcement that Ms. Paez talked about, we have rewritten the ordinance for clarity and ease of understanding. One was the idea if you have an STR, your neighbor couldn't. Sometimes the person behind you is more important than next door. Some feel the 50-foot rule is too restrictive. We looked at other distances and what it would do and settled on 50 feet which was closest to current law. It helps to have clear rules.

Regarding the permit or registration issue, in a residential zone, you must have a permit. If not a residential area. It is a registration and has no cap.

Councilor Rivera asked Director Isaacson about the platform he mentioned so that we can know how many STRS are in the City.

Director Isaacson said there are roughly 875 permits now and another 100 who have registrations. Then we have less clarity about how many units are improperly operating without approval. Some people still have listings on the platform and are going month-to-month. So he estimated 225-275 are operating without approval. We will have a much better grip on it from now on, looking longer at vendor compliance.

Councilor Rivera was hearing there were over a thousand STRs between those doing it right and those not.

Director Isaacson agreed. We have heard, when houses come on the market, they don't stay on the market long. People are doing things outside of the ordinance to try to bring more housing units to the City. We are making significant progress but there is still a gap when it comes to permanent housing affordability and availability. But there is still a gap.

Councilor Rivera knew that originally, we had 350 permits and now is up to a thousand and still we have not addressed the permanent housing needs.

Director Isaacson thought the City has made important advances in it in last several months. Regarding housing needs and the cap, there are lots of factors involved. This ordinance is not contemplating permanent housing, however. Maybe embedded in it is housing affordability which came up in another hearing. Director Ladd responded that the vast majority of STRs are located in those areas of the City that tend to be not affordable. There is a relationship there. Overarching ideas – balances the economic benefit. The industry changes and we must find the balance again. Much of the conversation is the attempt to preserve vitality of the city. We have done a pretty good job on the balancing effort.

Councilor Rivera said if we were to have strong enforcement on STRs, it would have meant over a thousand units that would have to change to permanent housing. If enforcement were stronger, then for anything over a thousand, those people would have to look at either long-term rents or selling the unit. He added that passing a law doesn't help long-term residents. If I live next door to an STR and people are throwing a party, how it is enforced could make a difference.

Director Isaacson pointed out that this requires 24/7 maintenance and for the manager to be within one hour of the property. Noise can be pursued through the Police Department.

Councilor Rivera asked, if police come by to break up a party, how that gets communicated to you.

Director Isaacson said there were various ways, but he has no records about it.

Councilor Rivera appreciated all the sponsors have done to figure out a balance to make this work. It bothered him with talk about the need for permanent housing while we are allowing a thousand STRs into the City. He was bothered by the lack of communication to the Land Use Department to the people who supervise the STRs.

Councilor Garcia acknowledged that he was 100% behind enforcement efforts. So he encouraged beefing up enforcement. He asked Director Isaacson how many enforcement staff we have.

Director Isaacson said there are five on the enforcement team for STRs and they are cross trained. Two are specialized and one is in ITT to provide database information.

Councilor Garcia presumed that at least three staff are stretched thin.

Director Isaacson agreed.

Councilor Garcia concluded that, with this ordinance change, it would require added enforcement on a stretched thin team now. If the system was doing what it was supposed to do, why does Santa Fe have 1,400 STRs instead of the 875 reported? What leverage of enforcement do you have with Air BnB?

Director Isaacson said the City has a commitment from all the platforms to re-engineer the site to comply with the ordinance. So, from any listing we suspect is operating without proper permits, we investigate. Most of them view enforcement as an ally.

Councilor Garcia asked Ms. Paez if we have a contract with Air BnB to ensure compliance.

Ms. Paez said the City does not impose many requirements. We have been meeting with them on the required permit number on the platform. They said these are businesses and they are interested in meeting with the City. More enforcement is needed to ensure eligibility, etc.

Councilor Garcia heard we have no contract; no language; no potential contracts and if litigated, it would end up costing us more money.

Ms. Paez said it is not necessarily a contract but fair and reasonable compliance.

Councilor Garcia asked why no economic impact study has been conducted.

Director Isaacson replied that the City did quite a bit of research in the legislative process.

Councilor Garcia pointed out that the report said enforcement should be the number one priority.

Director Isaacson agreed. A lot of what we are talking about is the ordinance giving us tools to interpret and enforce. That was set as a priority more than any economic impact.

Councilor Garcia felt that should have been a critical component of this ordinance. Is it smart to move forward without knowing the impact? It seems the enforcement ball was dropped. It was over 1,400 units pre-COVID. People will operate out of compliance, knowing the City's bark is worse than the bite. Now, we don't have the capacity to manage the workload.

Councilor Garcia asked if this is the time for amendment.

Ms. McSherry said an amendment should be requested after questions on the main motion are addressed.

Councilor Romero-Wirth noted the sponsors also have additions.

Councilor Garcia thanked the sponsors for bringing it forward. He was on the campaign trail last year also, and enforcement was priority one. We need to focus on enforcement and let Staff get the ground underneath them and understand how to enforce it. Then we come back on changes to the ordinance. "If we can enforce, we can knock out 500+ STRs in Districts 1 and 2 and have a lot of that concern potentially go away."

Councilor Vigil Coppler thanked the sponsors for the work they did but also thanked Councilor Rivera for putting it on the Public Works agenda, because otherwise she would not have had any previous opportunity to comment or ask questions. When she found out about it, she had trouble getting a draft of what was worked on. She was having to do catch up work on it.

She went back to the neighbors who complained they no longer have neighbors. The ordinance gave responsibility to realtors to know if the property was likely to become another STR and to require signatures before moving on. They are required to get signatures on that understanding. So people buying property need

to know about this ordinance. Realtors take that responsibility seriously. This is not a good time during COVID to do this. We've heard people tonight saying they live here and are not a rich person coming into Santa Fe, but people are trying to get an income on what everyone else is doing. And the hammer will come down.

She agreed some of these amendments are good. But if nothing is enforced, nothing will change.

She was not happy with the response to what happens when police are called. This has to have a system in place. It won't happen by itself – it needs a system in place and used. Otherwise, we will be here with nothing. There are only two people in the STR team now – one issuing permits and the other working on possible violations. We need people out on the ground where the STRs are located. It won't happen with only one person doing it. She never heard in budget discussions that more enforcement people were needed. It is unmanageable right now and no surprise to anyone. This won't work until it is "put your money where your mouth is." People have complained about STRs for a long time.

She had questions on the amendments. She liked some things being proposed but some are not well thought out. We don't have a logical forward-thinking management plan on enforcement. These are good intentions, but one person cannot do it all.

Councilor Abeyta asked Director Isaacson about renewals for the 850 permit holders.

Director Isaacson said the existing permit holders, if they renew each year in a timely fashion, they will be grandfathered in if they meet the eligibility requirements. A lot will be grandfathered in. We have seen an increase in permit requests. We let them know we are cracking down on illegal operations, using the Internet. There are also new restrictions from the State.

Councilor Abeyta surmised we are only talking about 150 or 125 new permit holders, then. He felt we are being very accommodating to STRs. They are not required to go through the requirements of other businesses. As far as not being a good time, he thought it is good to do so during this down time.

Councilor Cassutt-Sanchez understood grandfathering included closer than 50 feet and no 24/7 manager.

Director Isaacson said the City is becoming more permissive with the seven-day rule for current permit holders. Regarding the number of permits one person could hold, no changes would be made.

Councilor Cassutt-Sanchez wanted to make that clear. For people already in compliance and recovery. She also heard things in the ordinance would make enforcement easier.

Director Isaacson agreed. Things are clearer and staff can apply them over time. And it would make a big difference.

Councilor Cassutt-Sanchez said this is complex topic and she was in favor of looking for ways to enforce the ordinance. STRs have a place in Santa Fe. We do have amendments coming through but enforcement of STRs is important. The City could fund more enforcement positions.

Councilor Garcia wanted to clarify a misleading statement. On the 150 figure, our STR team must deal with those out of compliance which, at this point, is estimated at over 1,400. So it is not just the 150 that was mentioned. There will always be more than 1,000. It is not 150 but 400-500.

Ms. McSherry suggested one amendment should be considered and then the next with discussion on each.

Councilor Garcia wanted to move an amendment regarding the section about one rental in seven days to change it to, “A permitted Short Term Rental unit shall not be rented more than 52 times within a calendar year” on page 7, lines 17, 18. He briefly stated the reasons that have been given in public testimony at this meeting. The operator would be required to track that during the year.

Ms. McSherry clarified that would be an amendment to the main motion.

MOTION: Councilor Garcia moved, seconded by Councilor Vigil Coppler, to amend main motion to change, on page 7, lines 17-18, replacing the existing language to include his amendment which would say, “A permitted Short Term Rental unit shall not be rented more than 52 times within a calendar year.”

Discussion on the Motion:

Councilor Romero-Wirth pointed out that the sponsors do have an amendment that also would change to this once in seven-day rule that we allow over the holiday period November 15 - January 15 the opportunity to rent more than once every seven days as a response to what has been heard. She offered that as an alternative. Regarding record-keeping, when you apply for the new year’s permit you would be asked to provide records showing when you rented – not to whom but how many times you rented. And if we see from that you have not followed the rule, it could have consequences that, including loss of permit.

Director Isaacson opined that there is not a lot of difference in seven-day, but the 52 times could be a disadvantage. Anyone who has rented more than once in seven days since last January might not know that they are breaking the rule until the year end. Even seeing a total of 52 times in a year would not reveal if they have broken that rule. We could see a lot of density during the tourist season and then lower at other times. The seven-day rule is more effective at achieving the goal.

Councilor Romero-Wirth reiterated that the one in seven days rule is current law. The sponsor's second amendment just gives flexibility to that law.

Councilor Vigil Coppler asked, on the November 15 to January 15 provision, why Council would not include May to the end of September.

Councilor Romero-Wirth said she was responding specifically to complaints about not able to rent out for both Christmas and New Year's with that rule.

Councilor Vigil Coppler thought we should include other best times to come to Santa Fe like during Indian Market or other festivals.

Councilor Romero-Wirth noted we could adjust down the road. This is a starting point.

Councilor Vigil Coppler asked Councilor Garcia if his motion included deleting the once in seven days provision.

Councilor Garcia agreed. His amendment strikes the current language and replaces it with 52 stays in the year. He reminded the Governing Body we heard no comment at this meeting on lifting the restriction for the holiday but many comments on having a yearly 52 stay option.

Councilor Rivera asked for further clarity on the two amendments by sponsors and if her motion included one or both.

Councilor Romero-Wirth clarified her motion only included the first amendment that was considered at the Council Committees. The second was only put together in the last few days and contains a drafting error around the fees and around emails received that the holiday period is really tough and asking for wiggle room.

Ms. Paez said the sponsors' second amendment includes four items – the holiday grace period, the second is January 1 effective date; the third that the tracking would kick in January 2022; the fourth was to correct the fee drafting error.

Councilor Romero-Wirth added that she didn't include the second because she knew Councilor Garcia's amendment dealt with part of it.

Councilor Garcia pointed out that 52 stays per calendar encompasses the second amendment by the sponsor since an operator could save before the holiday to have more rentals then. We haven't sat down with STR operators as Council to address those challenges. How do we know the community is cool with 52 per year? Most of their stays are 3-5 days and they need to have cleaning time in between, especially because of COVID. We are into regulating a business more than we should. We don't tell a liquor store owner how much they can sell each week. We should not get into dictating business. That is how the 52 stays will regulate it. It is practiced in many different cities like that. It will be easier for Staff to enforce. They just check to make sure it has not exceeded 52 times in the year. It is easy for our Staff and easier for operators to manage.

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

For: Councilor Garcia.

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

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Lindell, to amend the main motion with the sponsor's second amendment as presented.

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

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

Against: None.

Ms. Paez clarified in the sponsor's second amendment sheet of four items, that Item #1 adds a sentence to this provision for the Seven-Day Rule.

Councilor Vigil Coppler asked Ms. Paez to go through the list of attachments and note where this is in the packet. She indicated the public also has the attachment and need to know.

Ms. Paez replied it is #10 and says Amendment 2, directly below Councilor Vigil Coppler's Amendment 2.

Ms. Paez continued with the list of four items:

1. The addition of the sentence to the one rental per seven-day rule that says, "*The limitations set forth in this subparagraph shall not apply to rentals that begin between November 15 and January 15."*
2. Inserts a provision into the renewal application section of the bill. On page 14, line 8, it clarifies the effective date for submitting the previous year's records with your renewal application. This will insert an effective date to the provision saying, "*applications filed on or after January 1, 2022*." Renewal applications starting next year need to include per permit, the record from the previous year to show compliance.
3. Clarifies the fees provision, page 14, line 24. There was a drafting error between the first round of legislation and the second draft. This clarifies that both permit and registration applications are subject to the $100 application fee. That application fee only applies to a new application, not to a renewal. But it would apply both to renewals for permits and renewals for registrations.
4. Adds a new section at the bottom of the bill with an effective date, *"The provisions of this ordinance shall become effective January 1, 2021."*

Councilor Vigil Coppler thought #3 did not add up to the line and should really be line 23.

Ms. Paez replied on line 24, currently the subparagraph about the application fee says, *"An application for any short-term rental permit shall be accompanied by the application fee."* The sponsors proposed adding *"An application for a new short-term rental permit or registration"* on line 24, "shall be accompanied by an application fee".

Councilor Vigil Coppler believed the changes written on the attachments of the ordinance should actually go on line 23 not line 24. She was looking at was published.

Ms. Paez looked to see if it matched. She agreed the intent is to put it on line 24; "An application for a new short-term rental *permit*, or registration shall be accompanied by a onetime nonrefundable application fee."

Councilor Vigil Coppler stated she double checked it, but whatever. Also, on page 22, her line 12 did not have any wording.

Ms. Paez explained it would be a new section. It would be inserted before "approved as …"

Councilor Vigil Coppler replied that would be a new line 11 then.

Ms. Paez thought line 11 still had a few words on it and would probably be started on line 12.

Councilor Romero-Wirth confirmed the Councilor Vigil Coppler had the correct version.

Councilor Vigil Coppler said it does not match up to that. She might be able to support some, but it isn't prudent to say take the whole thing or nothing.

Mayor Webber said the motion was made by Councilor Romero-Wirth and seconded by Councilor Lindell as a single amendment.

Councilor Villarreal asked to clarify for the public, how they arrived at the effective date of January 1, 2021 and if that is standard.

Ms. Paez explained the default rule for ordinances usually take effect five days after the City publishes the ordinance. That is in City Clerk Vigil's hands. The date does create some uncertainty. She thought Director Isaacson proposed January 1 because it is the beginning of the renewal period for the 2021 licensing calendar year. This was intended to provide an obvious cut off for people coming in after the effective date rather than the default, which could be more varied.

Councilor Villarreal confirmed the default typically is five days after approval but in this case the City provided more leeway.

Ms. Paez replied it is five days after the City Clerk publishes the approved ordinance. She isn't sure the process for that.

Councilor Villarreal asked Director Isaacson about his comment on March as a permit date.

Director Isaacson explained that March 15 is our renewal date without penalty. April 15 is the renewal deadline with a late fee, and after April 15 the permit expires. That date was set to know that would be available to permit and registration holders so hosts websites could include their permit and registration numbers in their listings.

Councilor Rivera asked on the January 1, 2021 date, what that does to #1 on the amendment 2 proposed by the sponsors that limits set forth "does not apply to rentals between November 15 and January 15".

Director Isaacson didn't see those two things being in conflict. Existing permit holders would be exempt from the 1% a day for the period of January 1-15. People who apply now for a permit during that period would also benefit during that 15-day period. Another reason they wanted an effective date is because many people ask, if I apply now which set of rules will I be evaluated on. If the city receives an application by the end of business day December 31 submitted online, they will be treated under the old rule. That level of certainty helps people who ask that question.

Councilor Rivera asked to clarify that for someone renting their place out before January 1, the new rules will not apply until after January 15, 2021. Director Isaacson agreed.

Mayor Webber commented that the proposal advanced by Councilor Garcia and this carve out are of a similar spirit accommodate different circumstances. This is easier to enforce than something spread throughout the year. It is specific and correlates to a season. Also, Councilor Romero-Wirth's point is well taken that this is an attempt to rebalance things. The spirit of the ordinance is to adopt terms with interests of both people who hosts STRs as well as residents looking for a certainty of the amount of impact on the neighborhoods. It is a reasonable compromise that allows space for people to be flexible.

Councilor Rivera asked if they still had to consider Councilor Vigil Coppler's amendment as well.

Mayor Webber replied they will consider those next after they vote on this.

Councilor Rivera noted that Councilor Vigil Coppler had to change her amendment to get it through prior to Councilor Villarreal's amendment.

Councilor Garcia said Councilor Rivera makes a good point. Councilor Vigil Coppler made her amendments when the Council was hearing the legislative resolution. The City Attorney advised because of the process, the amendment could not be voted on separately and they had to all be included in the packet. That was the reason Councilor Villarreal's amendments were combined with Councilor Vigil Coppler's amendments.

Ms. McSherry indicated it depends on the motion. Earlier Councilor Vigil Coppler withdrew her motion and made a new motion that only included one item on her amendment sheet. Initially her motion included the entire amendment sheet and appeared that would not be successful during debate. She withdrew a second time and made a new motion to move only one item. That is how that came about. In this case there has not been a motion withdrawn. We have had a motion on the table that includes all the pieces of the amendment sheet.

Councilor Rivera replied but we were not able to vote on Councilor Vigil Coppler's amendment until after Councilor Villarreal proposed her amendments.

Mayor Webber explained they took it in series. They will have a new set of propositions with what is decided with the current motion. Then Councilor Vigil Coppler's amendments would address the bill as amended.

Councilor Vigil Coppler wondered why the amendments before them stepped over amendments that were vetted through committees, even though they are the newest. Some of the amendments were on committee floors for consideration prior but the amendments just received jump over everything. She asked procedurally what that was about.

Ms. McSherry stated there is not a rule and potential amendments are not addressed by the procedural rules. Basically, it is the motion that is made first.

Councilor Vigil Coppler stated it is not a rule, it is a practice of maneuvering. She wanted to state it is not lost on her.

Mayor Webber found that that an interesting point. There are no timestamps. Councilor Garcia was making a motion and proposed an amendment in real time as he was thinking through it. The order in which amendments can be made is not time stamped.

Councilor Vigil Coppler responded that was related to the Seven-Day Rule that has been discussed and through committees for a while. These are new amendments and suddenly given priority vote. She understands there is no rule of thumb, and she could have just run through her amendments when she had the floor earlier. She was following dignity and decorum and being considerate of how the meeting should be run.

Councilor Romero-Wirth said let's just vote on this and your amendment will be voted on next.

Councilor Vigil Coppler explained but her amendment might conflict. There seems no rhyme or reason of how amendments are placed on the attachments or the order. The amendment being considered is at the bottom, number 10, but this is the first time the amendments have been discussed.

Councilor Rivera asked clarification from Legal. We voted down Councilor Garcia's amendment to a resolution that had not been passed yet. He asked how that will work in this matter.

Ms. McSherry explained the amendment to the main motion was voted down. The main (original) motion was to pass the ordinance as introduced with the sponsors' first amendments. Then there was a motion to amend the main motion to include Councilor Garcia's amendment as amended. That failed. Now the floor is open for other motions to amend the main motion, which could include any amendments previously introduced or any other amendment of the Governing Body. If they conflict, the amendment that was the last to pass is the amendment that is part of the main motion. Once they vote on the motion on the table made by Councilor Romero-Wirth, they can vote on Councilor Vigil Coppler's amendment.

Councilor Rivera said they didn't do that with Councilor Garcia's motion. They voted that down before acting on the initial motion.

Ms. McSherry said she may have confused it because Councilor Romero-Wirth made the main motion and now made another to amend the main motion. She has two motions on the table; the main motion and a second the subsidiary motion to amend the main motion. Either way, pass or fail, the floor will be open to additional subsidiary motions.

Councilor Rivera noted that Councilor Garcia amended the main motion to include his amendment and was voted down. He asked if the same consideration shouldn't be given to Councilor Vigil Coppler's amendments.

Councilor Romero-Wirth explained the process is if they vote on the second sponsor's amendment and it passes it is added to the bill in the first sponsor's amendment. Then they consider Councilor Vigil Coppler's amendments. They still need to vote on the underlying motion, the ordinance with any changes agreed to in the process. There are still a number of different votes, but she could understand the confusion. They had handled another bill differently.

Mayor Webber noted the motion on the floor concerning amendments for carveouts, language changes and including an effective date. He asked if there were other comments on that amendment. The vote is on the original sponsor's proposed amendment #2 included with the main motion and amending a resolution that has not been approved.

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 Weber said they have passed the main motion as amended and they have proposals from Councilor Vigil Coppler now up for discussion.

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Villarreal, to amend the main motion to approve the sixth item on the attachments regarding dedicating a portion of Municipal Gross Receipts Tax generated from Short-Term Rental units to the Affordable Housing Trust Fund.

Discussion on the Motion:

She commented that there was testimony on how STRs affect housing etc. and emails received saying Council should be doing something about Affordable Housing. That doesn't necessarily relate to STR housing, but it is a housing issue.

This proposal has received support from the Housing Coalition, the Homebuilder's Association, and the Santa Fe Association of Realtors. Her amendment is to put a portion of the GRT received from STRs into the Affordable Housing Trust Fund. The new number would be about $500k in recurring funds. The amount could go up or down, depending on STR income. This amendment would make an impact to the Affordable Housing program. Those operating STRs and paying GRT will be helping to fund an important housing project.

Councilor Vigil Coppler said she knew many of the Councilors constituents write them and not because they have an interest in housing or about real estate. These people have a vested interest in providing affordable housing. Many work with Affordable Housing clients or Homewise etc. that support Affordable Housing. This is an opportunity to show commitment to Affordable Housing and keep like-minded resources in the same compartment; housing provided by STRs and housing that is affordable to rent or build.

The economist from the National Association of Realtors, a respected professional and major economist, made some good points about how cities across the country need to start paying attention to affordable housing. Santa Fe hasn't made a lot of headway with their program. Director Ladd does a wonderful job and has helped many people through the Affordable Housing Program get into homes.

That is important and more people should experience that success. Most importantly, more people should have ways and means to have an affordable home through the Affordable Housing Trust Fund. It can make a difference.

Ms. Paez explained this is to amend the main motion to incorporate the amendment.

Councilor Romero-Wirth clarified that the main motion now would include both sponsors' amendments if passed.

Councilor Abeyta said he understood the motions intent but if we continue to dedicate GRT we will run out. The bulk of our budget is from GRT. He was open to language to dedicate an amount equal to the GRT. That would give more flexibility for where the money comes from. They could take the money from another area if they have a better year. He thought the proposal may be premature and would not support dedication of GRT.

Councilor Vigil Coppler replied this would not be taking all GRT, just a specific amount garnered from STR revenue. Crisscrossing revenue is difficult to track and this keeps like-minded revenue together and a source of revenue dealing with housing that would go to Affordable Housing. This would be a way to dedicate something to Affordable Housing that wouldn't break the bank.

Councilor Romero-Wirth said she appreciated the idea. She ran for office on this idea, but unfortunately, it is bad fiscal policy to allocate GRT. In this global pandemic we have a $70 million shortfall due to the decline in GRT. Dedicating GRT revenue at this time is not a good idea.

In addition, they made changes this year to the fee in lieu of. That contributes a large amount into the Affordable Housing and the Trust Fund has grown exponentially. That should continue to go up assuming there is no change in construction and housing. There is no longer a critical urgency to fund the Affordable Housing Trust Fund, but long-term they need to find a more stable source. They need to take time to decide which option is best. It is not wise currently to tie up a precious GRT resource.

Councilor Romero-Wirth said she was curious where the $500k number came from. She was told the City couldn't get GRT from Tax and Rev in one lump sum and they don't line item it out. She couldn't see how funds could be pulled just from STRs.

Councilor Villarreal said she supported this measure from the start. She has talked with staff about revenues from different tax bases and this makes sense. We have never met the need in supporting rental or mortgage assistance, and there is always a need. This was discussed in Finance and she never saw an FIR on it. There are percentages of GRT that go to specific line items that are not specific to the General Fund, such as Economic Development, Transit, etc.

She asked the Finance Director to speak to the funds distributed from GRT and the percentage of uncollected GRT and whether that could support this effort.

Director McCoy explained the GRT is received as a distribution from the State TRD (Tax and Revenue Department). A portion of the tax is distributed in a lump sum with some of the data broken into industry allocation. They do not receive the level of detail from a subdivision of a particular industry, nor is TRD able to provide that.

Studies have shown that GRT is not being paid on STRs and that isn't captured by the state. They will have to develop a methodology to extract that information if the amendment becomes effective. The City has access to lodgers' tax paid directly and can calculate the GRT share of the lodger's tax paid by STRs. From that, they could calculate the .75% that would be re-allocated from the General Fund. The Affordable Housing Trust Fund would be increased by that amount and lower the General Fund and impact what would otherwise have been allocated to operating expenses such as police, fire, etc. Based on the calculations over last three years and the current revenue projections, the range estimated is between $100,000 to $200,000. There has been a decrease in lodger's tax because of the decrease in the industry and decreases expectation for the current year, estimated at $90,000.

On Councilor Villarreal's question on different sections of GRT, the City receives 3% of the 8% charged in City GRT. Slightly over 1% is allocated to other expenses, debt service, the GCCC, wastewater, solid waste, police, the Economic Development Fund, the Youth Fund, dedicated by previous Councils.

Councilor Villarreal thanked Director McCoy. She said they would just have to adjust the other percentage of allocations if this is added.

Director McCoy explained the amendment is written to create a new section in the ordinance that dedicates GRT. That section refers to the .75% into the that goes into the General Fund. She thought only that percentage would be affected, but she would defer to the City Attorney's office.

Councilor Villarreal saw it as a piece of the picture needed in the grand scheme of things. She thought those go hand in hand with the housing opportunities. This is one of several funding sources to consider if they are committed to funding Affordable Housing and adjustments will be needed.

Councilor Cassutt-Sanchez asked to clarify the formula to identify how much money is allocated, and whether the previous year's budget is looked at to allocate those funds.

Director McCoy replied there is always at least a year lag and it is an estimate. This amendment differs from the other dedications. The others specify 1/4% etc. to a specific purpose. The methodology in this is not a flat percentage and they would have to rely on a partial fiscal year. Lodger's taxes are delayed one month, and payments are made in November for October. They would probably use a

calendar year for the calculation to estimate revenue for the subsequent fiscal year. If the amendment passed lodger's tax paid for STRs for 2020 calendar year could potentially be used, or the first six months of FY21. The estimated amount would be transferred from the General Fund into the Affordable Housing Trust Fund.

Councilor Cassutt-Sanchez agreed with everything that was said about Affordable Housing and funding it. She thought the amendment needed more legwork and looking at funding options. She also wanted to see what the legislature does in terms of funding opportunities and the Housing Coalition will produce a white paper.

They have time since this won't start until the next fiscal year and taking more money from the General Fund concerns her. Particularly after conversations about the lack of Land Use Department staffing doing enforcement. She wanted to look at other options first to see if she supports this revenue stream. This is important and should be funded in the next budget cycle whether a onetime infusion or a determined funding stream. She also had a concern and how this is calculated, especially in a year like this. And the way the amendment is written is a concern.

Councilor Garcia said the proposal is an investment in the future and he couldn't think of a better time to invest. People are on the verge of losing their homes at the beginning of the year and there is a housing crisis caused by the pandemic. There was a housing crisis in the City before the pandemic, and people who cannot afford to live in Santa Fe are relocating.

He said if this is a priority they can figure out where the shortfall for $100k-$200k should come from. They received hundreds of millions of dollars in GRT last year and it is not true that $100k or $200k will put them in the poorhouse. The amendment would show the city believed in providing affordable housing for our community. They must figure out how to make this happen and should look at this as an investment.

Councilor Lindell said she echoes what has been said. The City has a sizable deficit and GRT in the General Fund funds a lot of what they do. Everyone on the Council is committed to Affordable Housing, but that shouldn't be in front of a commitment to fiscal policy. She asked what people are willing to cut but hasn't received any answers. This would be a cut in a year when they particularly are facing severe deficits. It would be imprudent fiscal policy to dedicate GRT in light that.

She noted that the amendment is not going to bring real change for some time. She is anxious to see the white paper mentioned that would show resources. This is not a new revenue source. There are STRs that are not paying GRT and some

that operate illegally and don't pay GRT. To take funds out of the General Fund, they must cut something else.

Mayor Webber added that the City's commitment to Affordable Housing is good. He was looking at the revenue chart going into the Affordable Housing Trust Fund from the fee in lieu. Starting in 2014-2015 just under $200k was added and increased to just over $200k in the next fiscal year. In 2017-2018 revenue was up to $600k and with the adjustments to the zoning ordinance in 2019-2020, revenue into the Affordable Housing was $1.3 million. So, the commitment to Affordable Housing is clear. And with the units in the pipeline, they are confident the City is on the right track to build a sustainable Affordable Housing Trust Fund without taking money from the General Fund.

The discussion of funding more positions for enforcement seems inconsistent after this discussion. The city's response to the earlier concern about enforcement was to give additional revenue to the General Fund to address things they are committed to. We need to address the question systematically of where to find money for Affordable Housing. They could do it with new money as an example, by using the Capital Improvement Project Program (CIPP) as they have done in the past. The City designated a portion of the funds for public infrastructure that benefited the development of new Affordable Housing. Funds from the sale and lease of City-owned property could have a portion deferred. As discussed, they could increase the property assessment for second and third homes. And New Mexico in the upcoming session will legalize, regulate, and tax cannabis. That could also be a source that is new money.

He said another proposal is a gross receipts tax set-aside using additional revenue but only after the City has achieved a financial benchmark. Those are 4 or 5 new sources of revenue to consider in concert with this proposal. They could then review them to see what makes the most sense with the most flexibility. They should take the least away from the existing options and are sustainable new revenue rather than existing revenue. He is open to all the options, including the one on the table. To consider this is taking something out of turn instead of looking at a broad-based menu to get the annual amount needed for a robust Affordable Housing Trust Fund.

Mayor Webber said he agreed they will see continued growth from the fee in lieu of and have seen incremental increases year-over-year in revenue to the Affordable Housing Trust Fund. That can be augmented with other sources that don't deplete the General Fund. He has been committed from the beginning to Affordable Housing and why the City is moving forward with the purchase of the Santa Fe Suites Project. They are making steady, strong progress and this proposal should be put into the package with broadly considered items, and opportunities and then move forward with a strategy.

Councilor Rivera asked Mayor Webber if he said that this funding that would be used for STR could be used for enforcement staff in Land Use Department.

Mayor Webber explained if it goes into the General Fund, as the Governing Body creates a budget, they could increase positions for enforcement. That would be a General Fund allocation for consideration. It is a question of priority.

Motion to Extend Time of Meeting:

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Garcia, to extend the meeting past 11:30 pm.

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

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

Against: None.

Councilor Vigil Coppler said this amendment doesn't start collecting until July 2021. They have a year to experience the funds available and what needs to be cut. It will not affect the budget planning for implementation until fiscal year 2022. It wouldn't be difficult to determine where to cut $100k. There is a lot of fat in the City and it is about priority. She doesn't see that the city has achieved great gains. They did buy Santa Fe Suites but that will expire in 10 years. With regard to STR enforcement staff, she made that plea in the discussion to increase fees to the builders, but it was shot down. Now they find it convenient to use that money.

Councilor Vigil Coppler said she met with staff when it was proposed to use City land to create Affordable Housing. The plan was to take the small, identified parcels to build affordable housing on. She hasn't heard any more about that and there is talk about selling the land. She would never want to sell that land and she wasn't sure why that was offered tonight. That is not a solution.

She said another argument in another committee was they need a revenue stream. This is a revenue stream, and there are others. The Mayor talked about approving cannabis, so there are other places to beef up the coffers. But this opportunity will not break the bank. And if they don't do this, once again they show people without means to buy a house or have affordable rent. There is no lobbyist for poor people. This is not a lot of money or a major cut. COVID will not last forever and economic predictions are that Santa Fe will branch out and economy will be even stronger.

Councilor Vigil Coppler said it is important to think long and hard and consider those more unfortunate. It is time for the Affordable Housing program to get its due and this is barely a drop in the bucket. She pleaded for Councilors to vote for the amendment.

She said the Housing Authority says they still need 5,500 Affordable Housing units and are not making much headway. A large percentage of the City's work force cannot afford to live here because we don't have affordable housing. They joked about the Rail Runner because people get on the train to Albuquerque and take our money. What about that money that is escaping right in front of them? Nobody talks about it. This needs to be set as a priority.

Councilor Abeyta asked Legal if the amendment could be postponed 60 to 90 days for further discussion.

Ms. McSherry replied it is not a standalone ordinance, it is an amendment.

Mayor Webber said nothing is being precluded including options he mentioned as possibilities. It can all be brought forward in the future with this or separately.

Councilor Garcia pointed out the example to use $100,000-$200,000 for enforcement staff would not work because the money is already committed.

He asked Director McCoy if he read correctly that a report says the State doesn't expect GRT shortfall to be as bad. They are now projecting an increase in revenue for the state and possible raises for state employees. So, there is optimism and projections that the State will not be in the same place as last year and they just need to tighten their belts. They should look at this as an opportunity to invest $100,000. It might impact the budget, but possibly there will be an increase in budget to make up the $200,000 for Affordable Housing. Those benefits would be seen year after year. They should consider this and if it doesn't work out, they can rescind it.

Director McCoy responded she wasn't sure which article he referred to, but the legislature revised the revenue estimates. They are in the process of projections for the FY22 revenue for the budget proposal. With the potential for a vaccine this year compared to next year there is potential the economy will open more sectors and the GRT to bounce back. The state projects it will be about five years before they are back to pre-pandemic levels and get out of the economic recession.

Director McCoy said they are very grateful for the State allocations to Santa Fe for the Cares Act of $5 million for direct community assistance. That goes to rent and utility assistance and business assistance through MFA and will provide additional

assistance through the end of the year. If they are still in the red zone through March, there will be business closures and job loss. That impacts the local economy in the long run and GRT citywide and the taxes and revenue that go into FY 22.

Director McCoy said anything they can do as an organization to continue the additional support, either through direct community assistance or to move Santa Fe out of the red zone and back to an open economy, is of the utmost importance in the next 90-100 days. That would help support the bounce back they hope to see throughout FY22.

Councilor Garcia understood the point that a big cliff is coming at end of the year. Congress is working on assistance and there will be a new presidential administration that supports local government. They should trust that they will have $100,000 in GRT. The thought of some of his colleagues at the sky is falling is not true. They were in a bad place last year, but systems and support are being set. They will see an increase in what they saw last year and will be more than $100,000. He didn't think they would have to cut anything; they will have an increase in revenue. If the state is talking about giving employees raises, the City should trust there will be an increase of $100,000 in GRT and figure out how to adjust for it and the Affordable Housing will benefit from it. They will have invested in the community.

He said the foresight of colleagues that the sky is falling, is not true. There are systems in place to support them. They should ensure that revenue will be coming in.

Councilor Cassutt-Sanchez clarified her comments about using finances for Code enforcement. Her point was if it goes into the General Fund, we can then make that choice. We might use it for code enforcement. She has had conversations about the desperate need for Long Range Planning as another issue that impacts affordable housing and being able to use that in the General Fund. Or, after more in-depth conversations they could decide there isn't another revenue stream, and they should move forward with this.

This is important and everyone cares about it. But she would argue that she cares enough about it to do the legwork, but it should be done quickly. As a Governing Body they have the option to put the money into Affordable Housing while they figure this out, but she thinks they should look at it from a broader point. To put it into the General Fund and then the Governing Body decide what to do with that money next year. If there are no other funding streams, then they should be looking at the General Fund for the Affordable Housing Trust Fund.

Councilor Vigil Coppler said she learned from the National Association of Realtors Chief Economist that President-elect Biden will propose a home buyer's tax credit and award $15k at closing. That will pour money into the economy and increase the gross receipts tax. She believes things will get better and that goes to the comment that state employees would receive a salary increase. That will also pour into the economy and make its way back to Santa Fe.

Councilor Romero-Wirth agreed we have to be hopeful that things will get better and there are many signs as a reason to have hope. If the state budget is looking better it is a good indicator. But Finance estimates it will take longer for the GRT to recover than in the 2008 recession and will be five years to get back at a pre-pandemic level. In addition, they shouldn't tie their hands, they should go through the budgeting process. The money should be in the general fund to prioritize and compare against the other needs of the City. It was pointed out money is going into the Affordable Housing Trust Fund now and this proposal will not put money in for a while. We should take the time to focus after the first of the year on housing to better understand the options and make a well thought out decision about the path forward.

Councilor Romero-Wirth saw no reason they should do this tonight. That doesn't mean they do not support affordable housing or don't care about people who are struggling. The City bears a responsibility to take time to study the options and go from there.

Mayor Webber agreed. They have done a lot of work over the past few years with a comprehensive housing agenda, starting with the ADU ordinance, the inclusionary zoning code, technology in the Land Use Department to permit effectively and efficiently. The graph is compelling in the housing chart. In 2014 the City permitted 219 housing units and this year it is almost a thousand. They are growing housing stock and have about four City-owned land parcels that will be out to RFP for affordable housing. Another part of the agenda is phase 3 Tierra Contenta and the work with Santa Fe Estates. Housing is at the forefront of all their efforts. He is proud, after years of stagnation, the City has built an infrastructure to permit, inspect and build all kinds of housing in different areas of the City.

Mayor Webber said the challenge is not to predict the economic future of Santa Fe or the country, but to develop a strategy to invest in Affordable Housing Trust Fund. He said he provided some of the options like the CIPP and proceeds from sales and lease of City-owned property that gives an ongoing revenue stream, and a set aside for GRT funds from the General Fund rather than taking them out prematurely. An Affordable Housing bond has been discussed and revenue from 3% property tax increase on 2nd and 3rd homes of people who don't live in Santa Fe, in addition to the proposal by Councilor Vigil Coppler.

He said it is good management and sound principle to look at the entire package rather than one in isolation. It makes more sense to go through the work Councilor Romero-Wirth is doing in the Quality of Life and Councilor Abeyta in the Finance Committee and that everyone will do in the budget process, to determine the best way to put money into the Affordable Housing Trust Fund.

Mayor Webber said that is a sound managerial way to look at the package and series of options instead of one item alone. Obviously, they favor Affordable Housing, or they wouldn't have put money into the Santa Fe Suites project of which 70% will be affordable. The next question is how to build a sustainable strategy rather than a one-off idea.

VOTE: The motion to amend and allocation a portion to the Affordable Housing Trust Fund failed on the following Roll Call vote:

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

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

Councilor Cassutt-Sanchez explained her vote. She wanted to reiterate she was not ready to pass the amendment at this time and wants to see other options. She thinks it is important and something they should explore immediately in the New Year. She would be happy to work with other Councilors on this before they get to the budget.

Councilor Vigil Coppler said she does have other amendments and she will be bringing the motion that failed back.

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Garcia, to amend the main motion with item #9 on attachments:

1. On page 7, line 5, to insert after the word corporation, "*such entity, whether revocable trust and LLC or a corporation, shall be responsible for any criminal or civil violation and fines."* That makes it clear regarding the amendment whereby natural persons must be the owner of record of a STR rental permit, that corporations etc., are responsible for the fines, not the natural person.
2. Page 7, line 20, insert after the word *if*, "the front half of" so the 50-foot radius would be measured by the front of the front half of.
3. Page 8, line 5, after the word *number*, strike the remainder of the sentence. Where it says, "shall not issue more than 12 short-term rental permits within a single building within a multiple family unit dwelling development." The reason is if there are separate buildings

in the same multiple family complex they could easily use up the 25%. All 12 could be in one building and the other buildings have nothing. It is an opportunity for the Land Use Director to enforce the 25% but ensure fairness.

4. Page 8, line 12, strike item (a) and on page 8, line 16-18, strike item (b). They were previously discussed.

Mayor Webber said scrolling through his copy he couldn't find all of it. He deferred to Councilor Vigil Coppler whether to consider these amendments separately or together.

Councilor Vigil Coppler replied she was told when she asked that question that they had to be taken at the same time.

The location of the amendments was clarified and the Governing Body continued to consider them ad seriatum.

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Garcia, to approve amendment #1 on the amendment sheet to insert "an LLC party shall be responsible for violations and fines" as shown on the amendment sheet.

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

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

Against: None.

Councilor Vigil Coppler explained this is in the event that the amendment to add *a natural person* passes. This prevents the natural person being responsible if a corporation is behind it.

Mayor Webber asked if this would affect the City's enforcement and ability to remedy a violation in the event of a violation.

Ms. Paez indicated the amendment could complicate enforcement. The City can now determine who the appropriate person is to take enforcement against. That will vary and this limits enforcement. They would have to seek action against the entity rather than the permit holder. The complication, especially in terms of criminal penalties, is the body of law around when a business /legal entity can be held liable for a crime. City Code prosecutes violations of the Municipal Code as a petty misdemeanor. This complicates the steps to impose a criminal fine with an

entity such as that. That would normally be done in the Municipal Courts outside of the Land Use Code enforcement abilities.

Ms. McSherry added it is possible to prosecute an organization, but more difficult.

Councilor Garcia asked who would pay the fine with a business out of compliance such as Target; the store owner or the corporation. If Target can be assessed with a fine why couldn't an LLC be fined. There have been grounds in other instances.

Ms. McSherry explained actions can be taken against corporations. Fines under COVID are civil fines but this amendment would change it for civil and criminal fines. Ms. Paez was primarily raising a fine in a criminal context, which would be more complicated, but it is possible either way.

Mayor Webber asked Councilor Vigil Coppler who would benefit from the amendment and what problem would be solved.

Councilor Vigil Coppler explained if the amendment passed saying that permits must be in the name of a natural person, this amendment is saying "the entity." She has heard testimony that many STR permits are issued in the name of the LLCs, revocable trusts. Without this language and requiring a natural person to be named as the permit holder, the natural person would be responsible for fines, etc. This amendment clarifies if a corporation, they would be responsible.

Mayor Webber asked why the person who holds the permit shouldn't be responsible for complying with regulations.

Councilor Vigil Coppler replied the ordinance forces the person whose name is on the permit to be responsible, but what if it is an LLC or a trust. The LLC or trust should be held accountable.

Councilor Romero-Wirth pointed out a natural person has to have legal authority and that person should be held accountable for what they do or don't do. That person is acting as legal authority on behalf of the LLC, or husband-and-wife team, etc. They should be held accountable. The entity is not someone who is innocent if they are acting on behalf of themselves or a shell they created. They should be held accountable if acting inappropriately.

Councilor Vigil Coppler said but the City is forcing the permit holder to be a named individual. She wasn't saying they shouldn't have to pay the fees or be legally responsible, but the corporation, LLC, trust, should write the check.

Councilor Romero-Wirth asked the City Attorney to comment if someone is acting on behalf of an entity in a legal capacity wouldn't they be an extension of that.

Ms. Paez explained the legislation is to ensure that a live person takes responsibility for the operation of the STR and follows regulations. It is a policy choice. In many cases the underlying entity would end up paying a fine. Requiring the entity be charged with a violation narrows the enforcement opportunities. She thought it wasn't inappropriate to hold the person acting on the entity's behalf responsible for the operation.

Director Isaacson said this is out of his realm and better answered by Legal. But as he understands, this would turn a violation into a "white-collar crime." It could become difficult, expensive, and time-consuming to prosecute. This provision is he understands it, would move Land Use further from where they want to be with effective enforcement and compliance.

Councilor Vigil Coppler commented that the amendment recognizes that most of the short-term rentals are a tax benefit, or an LLC, or a trust. In a violation, regardless of fault, this clarifies that the name on the permit would not be pursued personally and the entity they represent would write the check.

Councilor Garcia asked to confirm that about 15 hosts fall into the category of LLC, corporations, etc. operating about 400 STRs. Given that, he thought it prudent to include this amendment. It helps protect individuals and sometimes ownership of the people operating them on the corporation's behalf.

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

For: Councilor Garcia and Councilor Vigil Coppler.

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

Councilor Vigil Coppler moved amendment item #2: to insert, "the front half of" on page 7, line 20. The motion died for lack of a second.

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Cassutt-Sanchez, to amend the main motion (#3) at page 8, line 5, *after number,* to strike the remained of the sentence.

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.

Ms. Paez pointed out that items #3,4, and 5 address the concept of no more than 12 permits issued within a single building. She suggested if Councilor Vigil Coppler wanted, the three motions could be taken together, or not. Residential and nonresidential could be considered separate categories.

Councilor Vigil Coppler replied she could see where this was going. For the record, when you have multi-buildings in a multi dwelling everything could be concentrated in one building and nothing in the others. That is not fair and is what this amendment addresses.

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Garcia, to amend the main motion by approving items #3, #4, and #5 as presented.

Discussion on the Motion:

Councilor Villarreal commented that she thought #4 and 5 had been taken care of in the first sponsor's amendment. That had to do with the 200 feet within residentially zoned property and was eliminated.

Ms. Paez offered to clarify. The sponsor's amendment #1 included that provision to eliminate. This amendment 3, 4 and 5 refer to the provision, "shall not issue more than 12 STR permits within a single building within a multiple family dwelling development. The rule of no more than 12 in a single building.

Councilor Villarreal replied one had to do with the 12 unit, but page 8, strike a, and pages 16-18 were already covered in another amendment. It talked about the buffer of 200 feet.

Ms. Paez clarified that was line 12-15, proposed as a provision for nonresidential property. It said if a multiple family dwelling development located within 200 feet of a residentially zoned property contains four or more dwelling units, the LUD Director shall not issue STR registrations for more than 25% of such dwelling. That was the provision that would be removed under the sponsor's amendment number one. That is a separate rule from the *no more than 12 per building* rule.

Councilor Vigil Coppler recalled bringing up the order of introduction of amendments and being told none of the amendments conflicted with anything else.

She said, maybe they didn't conflict, maybe Ms. Paez is saying they are repetitious."

Ms. Paez believed the two amendments suggested the removal of different rules. The sponsor's amendments suggest removing the rule that was in the buffer zone. Councilor Vigil Coppler's amendment #2 being discussed, would remove the rule for no more than 12 STR's in a single building.

Ms. McSherry said the confusion could be that part of Councilor Vigil Coppler's amendment strikes "a", which she thought meant the letter A. There would no longer be letters (a) and (b).

Ms. Paez agreed.

Councilor Romero-Wirth pointed out the sponsor's first amendment eliminated (a) already.

Ms. McSherry agreed that section would go away.

Councilor Vigil Coppler said if that is taken care of on #4, then #5 would be to strike (b) entirely.

Ms. Paez added it is also confusing because there is *the no more than 12 in a building* rule in the residential and the nonresidential section.

Councilor Vigil Coppler replied even if her motion is the same with #3, 4 and 5, item #4 is moot. So, they could carry on to the vote.

Councilor Romero-Wirth confirmed that they are basically getting rid of, "The land-use director shall not issue more than 12 STR registrations within a single building within a multifamily dwelling building." That is part of limiting density and the other rationale for that was …

Director Isaacson said part was because we allow a maximum of 12 units in the City. Beyond that are required to operate either as a motels or hotels. They are different occupancy classes with different requirements around health, safety, and fire prevention measures. They felt limiting to 12 units would avoid running into issues with building codes.

Councilor Romero-Wirth said the sheet stated if more than 12 units, STRs may be permitted in accordance with regulations. This is a way of limiting density or no longer classified as a short-term rental.

Councilor Garcia thought given that logic, apartments do not have one owner like a B&B. An apartment building has multiple owners.

Director Isaacson replied that typically an apartment building is one owner with units leased to individuals.

Councilor Garcia clarified that the intent then is that the apartment complex not rent out the apartments as STRs. He said he read this as the person renting the apartment would sublease their apartment as a short-term rental. Not the other way around.

Director Isaacson said correct, the renter would apply for a permit to operate as an STR. This says that the City / Land-Use Director, would not issue more than 12 STR permits to individual tenants in a quantity greater than 12 in a single building.

Councilor Garcia said Councilor Vigil Coppler was talking about the complex, 4 buildings or 48 potential permits that could be issued.

Director Isaacson said there are two factors, *within 25% of the units* and *up to 12 units per building.*

Mayor Webber asked if it could work the other way as well and a Hilton Corporation could buy an apartment building to rent as STRs. In effect that would be operating a hotel under the guise of STR's without a limit.

Director Isaacson said in a residentially zoned property, these would be a permit and must be obtained by a person. In a nonresidential zone there is no cap on registrations and to combat that they put the 25% cap. That avoids an entire building converting to an STR.

VOTE: The amendment to the main motion failed on the following Roll Call vote:

For: Councilor Vigil Coppler.

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

Councilor Romero-Wirth noted that they overlooked item #2. Councilor Vigil Coppler pointed out that the motion for #2 died for lack of a second.

Mayor Webber said the amendment sheet is completed. He asked if there was further discussion on the main motion as amended. Seeing none, he called for the vote.

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Cassutt-Sanchez, to approve Ordinance 2020-34, as presented.

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

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

Against: Councilor Vigil Coppler.

21. ADJOURN

Having completed the agenda and with no further business to come before the Governing Body, the meeting was adjourned at 12:37 a.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
December 9, 2020

The Governing Body of the City of Santa Fe met in an executive session duly called on December 9, 2020 beginning at 5:32 p.m.

The following was discussed:

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 the American Medical Response Ambulance Service, Inc., Public Regulations Commission Case 20-00125-TRM and Joining an Amicus with the City of Los Angeles and Other Local Governments in Support of the State of New Jersey and the Mexican American Legal Defense and Educational Fund (MALDEF) in an Appeal from the Southern District Court of Texas to the Fifth Circuit Court of Appeals in State of Texas v. United States (S.D. Tex. 1:18-cv-00068).

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

STAFF PRESENT
Jarel LaPan Hill, City Manager (Attended Virtually)
Erin K. McSherry, City Attorney (Attended Virtually)
Yolanda Y. Vigil, City Clerk (Attended Virtually)
Paul Babcock, Chief, Fire Department (Attended Virtually) (Left at 5:50 p.m.)
Michael Suber, Chief Medical Officer, Fire Department (Attended Virtually) (Left at 5:50 p.m.)
Andrea Salazar, Assistant City Attorney (Attended Virtually) (Left at 5:50 p.m.)

There being no further business to discuss, the executive session adjourned at 5:55 p.m.

Yolanda Y. Vigil, City Clerk

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Governing Body
December 16, 2020

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Minutes of the
Special Meeting of the Governing Body
Wednesday, December 16, 2020
Virtual Meeting

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 Wednesday, December 16, 2020, at approximately 4:01 p.m., at the Council Chambers at City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico as a virtual meeting.

2. PLEDGE OF ALLEGIANCE

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

3. SALUTE TO THE NEW MEXICO FLAG

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

4. INVOCATION

The Invocation was led by Councilor Garcia. He remembered his great aunt Dolores Tapia and husband Joseph Tapia who died this week from COVID.

Councilor Vigil Coppler and Councilor Romero-Wirth remembered the passing of Scott Jones and condolences to the Jones family and Silver family.

The Governing Body observed a moment of silence for those who died and for his grieving family.

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
Kyra Ochoa, Community Services Director
Sam Burnett, Public Works Property Maintenance Manager
Mary McCoy, Finance Director
Kristine Mihelcic-Bustos, Constituent and Council Services Director
Carl Boaz, Council Stenographer

6. APPROVAL OF AGENDA

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Lindell to remove Item 8a, Substitute Resolution from the agenda and refer to the Finance Committee and return to the Governing Body in January.

Councilor Garcia asked respectfully to amend the motion to include review by all committees. That gives all Councilors the opportunity to provide quality input.

Councilor Garcia asked what qualified as a substitute resolution in order to have the same title.

Ms. McSherry explained the resolution changed in this case from addressing two items to addressing only the community conversations. This is a subcategory of what was initially proposed with more detail of one if the two things of substance.

Councilor Garcia thought that made it even more confusing if Ms. McSherry was saying this was somewhat germane.

Ms. McSherry clarified she was stating this resolution addresses one of two topics addressed by the previous bill.

Councilor Garcia thanked Ms. McSherry for the clarification. He asked to be allowed to finish his question. He noted that sponsorship is different from the

previous resolution. He asked if the sponsors shouldn't be the same if it is a substitute resolution.

Ms. McSherry said she wasn't aware of the rule Councilor Garcia referred to.

Councilor Garcia said he asked for clarification because in the past, a resolution had to have the same sponsors. The sponsors were substituting the original resolution and half of those sponsors had not signed. Also, the substitute resolution has new sponsors. He believed the resolution should be introduced on its own accord, not as a substitute.

Ms. McSherry asked what he was referring to as prior experience.

Councilor Garcia replied he couldn't recall a date, but in past practice the sponsors had to be the same. He suggested asking the City Clerk for clarification.

Mayor Webber noted as a legal matter this belongs to the City Attorney's Office. He asked Ms. McSherry if the sponsors had to match or should have more overlap.

Ms. McSherry thought it odd the original sponsor to a resolution wasn't included in a substitute. She was not aware of a rule but thought it seemed counterintuitive whether everyone in the original resolution had to join the substitute.

Councilor Garcia said some colleagues thought it should be the same to qualify as a substitute resolution. That is why he asked to defer to possibly the City Clerk, someone with more experience.

Mayor Webber explained it is a matter of law not experience. The City Attorney makes the rulings, and she was trying her best to answer Councilor Garcia's question.

Councilor Garcia thought the substitute should be introduced as a standalone, which would automatically send the resolution through all committees. Bypassing the Quality of Life or Public Works/Utility committees will automatically exclude input from three Councilors. They would have to attend the Finance Committee meeting to comment, at the will of the chair. This complicates the process and doesn't allow for active dialogue.

Councilor Garcia continued that they want to create the best product possible. He was disappointed this isn't going through the committees and flabbergasted that the maker of the motion left out input of three Council members.

Councilor Garcia asked respectfully to add the other two committees.

Councilor Vigil Coppler agreed with Councilor Garcia this was exclusionary. This has been worked on for some time and in the newspaper. Councilors only received it last night. In addition to Councilors being able to weigh in, it is important to include all of the committees so the public could weigh in. The public attends committees for an opportunity to provide input and sending to the committees allows that.

Councilor Vigil Coppler said it is ironic that the bill expands upon public involvement and engagement. Excluding a committee and Council participation and going straight to vote is disingenuous. She has received many calls of concern about excluding public participation in discussion, including a call from a former Mayor. She asked there be more consideration for Council and public input. Not doing so is problematic.

Councilor Rivera confirmed there was a motion made and this was discussion for consideration of the agenda. He had items he wanted to pull from the agenda.

Councilor Villarreal agreed with Councilor Garcia regarding clarifying what is considered a substitute. In her experience the caption is the same and the resolution substance has changed enough to require a substitute. A substitute is specific to the actual resolution with the same caption and topic. The topic is the same here, but one is community conversations, the other community conversations and creating a committee.

She was in favor of sending not only to Finance but all other committees, regardless of whether a substitute or new resolution. They need a complete picture of the new resolution and the public should be able to also see it. She thought some pieces in the new resolution made sense. She wanted to delay the resolution to look at this in committee side-by-side, because it is not a substitute.

Councilor Romero-Wirth noted that the original resolution was to create community conversations and establish a special committee. Ms. McSherry had explained that the substitute strikes the second part, establishing the committee. This only focuses on hosting community conversations. They looked at the title carefully to ensure the bill was not changed. This will still host community conversations but outlines more carefully the outcome expected.

Councilor Romero-Wirth added that a substitute can be offered by anyone. It doesn’t have to be the same sponsors, and most of the time isn’t. The substitute clarifies what hosting a community conversation is and the original doesn’t specify the outcome they hope to see. The substitute addresses that hosting community conversations is the first step, and many people want to be heard. When she made the motion to send this to Finance, she was hearing that they were in a hurry and needed to move this.

Councilor Romero-Wirth said she is happy to send this to another committee. She suggested sending the substitute to Finance and Public Works for all Councilors to weigh in. City Council could hear the substitute January 13, at their first meeting. She agreed this should be discussed and why she asked to pull it from the agenda.

She was able to discuss this with 4 of the sponsors but because of rolling quorum, could not discuss it prior to tonight. The substitute will help them move forward and enable them to better deal with the issues.

Councilor Romero-Wirth offered to change her motion and move that the original Resolution and the substitute go to the committees. It wouldn't need to go to the QOL Committee since they meet later in January.

Councilor Romero-Wirth withdrew her motion, and Councilor Lindell withdrew her second to the motion.

MOTION: Councilor Romero Wirth moved, seconded by Councilor Lindell, to send the original and substitute motion to the Finance and Public Works and Utilities Committees and to return to the Governing Body on January 13, 2021.

Councilor Garcia thanked Councilor Romero-Wirth for sending the resolution to the committees. The product is based on the Albuquerque product, which has already had challenges so why not allow sufficient time to vet this. They owe that to the community. He didn't want to hold conversations and invest time only to have the Governing Body tell them after making a recommendation that more community input is needed.

The original resolution emitted a lot of opinions from not only the Governing Body, but the public. Two weeks is a small amount of time when dealing with something with hundreds of years of history. This complicated and they are hoping to build a product to last for years. The product should be one in which every community member believes in, invests in and participates in the process.

Councilor Garcia thought dropping this in their lap yesterday showed disregard for the community. He found it disheartening. He respectfully requested the substitute Resolution also go to the QOL Committee.

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

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

Against: Councilor Garcia and Councilor Vigil Coppler.

Mayor Webber clarified for those following the resolution, that the Council voted to remove the item. There would be no Public Hearing tonight and those wanting to testify will be referred to the Finance Committee and the Public Works/Utilities Committee for discussion. The original and the substitute Resolution is on the City website. The Governing Body will consider the Resolution at their first meeting on January 13, 2021.

Councilor Rivera informed those who wanted to comment of the opportunity to do so at the Public Works/ Public Utilities committee meeting.

MOTION: Councilor Garcia moved, seconded by Councilor Romero-Wirth to revise the order of the agenda and put item 11, Communications to the Governing Body before Matters from the City Attorney to avoid the public being inconvenienced waiting through the Executive Session.

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

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

Against: None.

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Cassutt-Sanchez to approve the agenda as amended.

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. DISCUSSON/ACTION ITEMS

a. To Help Mitigate Potential COVID-19 Outbreaks within Their Resident Population, Request Approval of Lease Agreement Amendment #2 with the Santa Fe Recovery Center to Extend Their Footprint within King Hall

Dormitory; Located at Midtown Santa Fe. (Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafem.gov, 955-5933)

Ms. Vigil read the caption.

MOTION: Councilor Lindell moved, seconded by Councilor Villarreal, to approve the Lease Agreement Amendment #2 as presented.

Discussion on the Motion:

Councilor Vigil Coppler said she definitely supported the matter but had a question on the last paragraph. It states Staff had discovered SFRC (Santa Fe Recovery Center) attempting to remove without authorization. She asked was done about that, what was being removed and what the City's position and the person's position doing this was.

Manager Burnett explained the items were dormitory furniture, primarily beds, mattresses, dressers, etc. The SFRC needed to expand their services due to COVID and were in a pinch. He was told the intent was to borrow the items temporarily. Upon discovering the situation, he asked them to return everything. He informed them the City has a process to lend or sell furniture.

He thought largely the incident was miscommunication. It happened again a couple of days later and again, it seemed to be miscommunication with the SFRC staff. The second time he reported the incident to Regina Wheeler, Rich Brown and Ms. McSherry. He filed an SFPD report to make it official. The removal of City property from City premises, even accidently, is viewed as theft. He has set clear standards and boundaries with the SFRC. They are apologetic and promise to abide by the rules.

Manager Burnett said this was important to include in the memo to make the Governing Body aware of the situation and mitigation. The City has a good relationship with SFRC, and he doesn't anticipate it happening again.

Councilor Vigil Coppler asked where they took the items.

Manager Burnett said in both instances they were loading the furniture into a trailer. He caught them the first time, and Allied Security the second time. Each time they were asked to return the furniture prior to leaving the facility. He didn't know where they were taking the furniture.

Councilor Vigil Coppler confirmed furniture was taken twice and they were reprimanded each time. She asked what charges are being brought.

Manager Burnett replied the first incident they decided it best to formally reprimand SFRC. On the second attempt, they asked police to formally write up a report. He understands SFRC has released a staff member who may have been at the center of the incident and they feel the situation is contained.

Councilor Vigil Coppler found it disappointing. She asked if the City's position is strike three and SFRC is out.

Manager Burnett said they made it clear that continued violations would result in the termination of their lease with the City.

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

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

Against: None.

b. Approval of the First Amendment to the Settlement Agreement between the New Mexico Environment Department ("NMED") and the City of Santa Fe, Providing a Six-Month Extension for Training in Case No. OSHA 19-44, to Allow Compliance with COVID-19 Restrictions. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

Ms. Vigil read the caption.

MOTION: Councilor Lindell moved, seconded by Councilor Romero-Wirth, to approve the First Amendment to the Settlement Agreement as presented.

Discussion on the Motion:

Councilor Vigil Coppler confirmed this was related to the SFCC (Santa Fe Community Convention Center) and required training from that is incomplete because of COVID. She asked what training has been done.

Ms. McSherry reported that 14 City employees completed a 2-day OSHA-10 training in October. Many of the employees were concerned about attending training in person. The training is beyond their job requirement but the amount in the gathering is exempt for the settlement.
Councilor Vigil Coppler asked the subject matter of the training.

Ms. McSherry explained OSHA 10 is a standardized curriculum overview of OSHA safety topics and a general safety training in the workplace.

Mayor Webber indicated he attended the training. A manual is reviewed of safety measures and various potentially dangerous conditions, and how those can be mitigated.

Councilor Vigil Coppler asked if Mayor Webber was confident this training addresses the incident that occurred.

Mayor Webber replied the City is following the requirements given to mitigate against further tragic circumstances such as what occurred.

Ms. McSherry added that the training in October was required by the settlement agreement with OSHA.

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

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

Against: None.

c. CONSIDERATION OF RESOLUTION NO. 2020-49. (Councilor Cassutt-Sanchez, Councilor Rivera, Councilor Villarreal, and Councilor Lindell) A Resolution Directing the City Manager to Provide Written Updates and Presentations at Every Regular Governing Body Meeting with Information Regarding the COVID-19 Response from the Police Department, Fire Department, Human Resources Department, and Office of Emergency Management and Safety. (Jarel LaPan Hill, City Manager, jlapanhill@santafenm.gov, 955-6534)

Ms. Vigil read the caption.

MOTION: Councilor Cassutt-Sanchez moved to approve, seconded by Councilor Lindell, the Consideration of the Resolution as presented.

Discussion on the Motion:

Councilor Romero-Wirth noted there was no time period. She wondered if it was contemplated how long the reports would be relevant. A vaccine will be available to the public in the spring and some of this may become unnecessary.

Councilor Cassutt-Sanchez explained that was discussed. They could add a component to reduce the frequency of reports if a time comes when they feel reports are too frequent.

Councilor Romero-Wirth questioned whether better to set a time period that could be revisited in three months. She had concerns with leaving it out there instead of deciding in three months whether to extend. A lot of work is required from staff and takes from their other duties. She wants to avoid them working on something that is not needed.

Councilor Vigil Coppler suggested an amendment to delete lines 17-19 on page 3. She wasn't comfortable unilaterally moving the priority to a level 2 of those calls. She noted that the Public Works committee was given an attachment defining the levels, but it is missing here. The testimony of Chief of Police Andrew Padilla was that Levels 1, 2 and 3 are not exclusively related to Santa Fe City police. It is a regional implementation followed by all dispatch and law enforcement in other jurisdictions to identify levels of calls.

She thought looking at Level 2 versus Level 3, there is quite a difference. She wasn't comfortable changing Level 3 to Level 2 because there is no real comparison. She provided an example of sexual assault, a Level 2. Also, she wasn't ready to commit to the language because it is a shared response time. She would be more comfortable removing lines 17-19 on page 3 but liked everything else.

Councilor Cassutt-Sanchez indicated she and Councilor Rivera had discussed removing that language.

Councilor Rivera said after further thought he agreed the language should be amended and he would delete those lines. They can decide once they see the reports if it should be moved up a level.

MOTION: Councilor Rivera moved to amend the main motion and delete lines 17, 18, and 19 on page 3 in their entirety. Councilor Cassutt-Sanchez seconded the motion.

There was no further discussion on the amendment.

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

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

Against: None.

Councilor Garcia suggested they receive the report for a year. The vaccine won't be widely available for a few months.

MOTION: Councilor Garcia moved to amend the resolution on page 4, line 6, and insert after the word Governing Body, "*until June 30, 2021."* Councilor Vigil Coppler seconded the motion.

Discussion on the Motion:

Councilor Garcia explained they should continue to receive the reports for a minimum of six months. They could adopt and amend if more information is needed or push it out another six months to adjust accordingly.

Councilor Romero-Wirth noted that a tendency is to look at the end for a resolution end date. She was concerned having the due date in the body of the resolution could be overlooked. She asked Ms. McSherry to comment.

Ms. McSherry agreed the general practice is to put the date at the end.

Councilor Vigil Coppler understood Councilor Romero-Wirth's point, but the sentence specifically says what should happen. She felt the termination date should be inserted after the word "meeting." She asked Councilor Garcia to amend the placement of the date in the sentence.

Councilor Garcia said he was open to Councilor Vigil Coppler's suggestion. The date was put in that section because the other duties should remain ongoing. They can determine if the reports received are needed, but the other duties shouldn't end. The pandemic will not end in six months and it is critical the other work continues as long as necessary.

Councilor Cassutt-Sanchez agreed with Councilor Vigil Coppler. She supported the amendment.

Councilor Romero-Wirth asked the City Attorney if a new resolution had to be introduced if reports were no longer needed and there is no end date.

Ms. McSherry explained some legislation goes on indefinitely like procedural rules. They could repeal the prior legislation and replace or repeal it without replacing it, as well.

She thought Councilor Cassutt-Sanchez was suggesting putting a deadline on the reports portion. The other portions would continue in that case.

Mayor Webber said the process would require if moving the language as suggested by Councilor Villarreal that the motion and the second be withdrawn. A new motion will be needed with the new language and location adjusted.

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

MOTION: Councilor Garcia moved, seconded by Councilor Vigil Coppler, on page 4, line 5, after the word meeting, to insert, "until June 30, 2021." He read the sentence as amended: *"Be it further resolved that the city manager is directed to provide updates to the Governing Body at every regular scheduled Governing Body meeting, until June 30, 2021, as follows."*

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

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

Against: None.

Discussion on the Motion to adopt as amended.

Councilor Vigil Coppler asked to confirm that the Council had passed two amendments to the resolution. Mayor Webber responded they did.

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Lindell, to adopt the resolution (2020-49) as amended.

VOTE: The motion to adopt the resolution as amended passed unanimously on the following Roll Call vote:

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

Against: None.

d. Adjustments to FY21 Cares Act Grant Budget to Maximize the Reimbursement Request from the NM Department of Finance and Administration and Adjustments to the FY21 Operating Budget to Allow the City the Flexibility to Continue Pandemic Response Projects Past December 30, 2020. (Mary McCoy, Finance Director, mtmccoy@santafenm.gov, 955-6171)

1. Request for Approval of Budget Adjustment Resolution (BAR) in the Amount of $2,138,728.24 for FY21 Cares Act Grant.

2. Request for Approval of Budget Adjustment Resolution (BAR) in the Amount of $5,426,492 for FY21 Operating Budget.

Ms. Vigil read the caption for this item.

Director Mary McCoy would present.

Mayor Webber asked if separate motions were needed for d.1. and 2.

Ms. Vigil replied yes.

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Cassutt-Sanchez to approve d.1. Budget Adjustment Resolution.

Discussion on the Motion:

Councilor Vigil Coppler asked Director McCoy to simply address the mechanics of carrying this money over into 2021.

Director McCoy provided context. The City's goal is to maximize the $17.5 million in the CARES Act grant award. The funding intent is to provide financial assistance to the increase in expenses and reallocation of staff in response to the public health emergency.

The Department of Finance and Administration suggested it easiest to maximize by applying public safety payroll expenses. The advantage is the City wouldn't run the risk of the unreimbursed expenses for any of the grant award. Also, it would simplify the financial reporting process under the CARES Act.

The two adjustments allow the City to continue the response beyond December 30, 2020 and frees funding to adjust the budgeted expenditures in the second budget adjustment. That budget adjustment is to increase FY21 operating budget by $5.4 million. The projects have been previously approved by Council and deemed necessary to continue past the end of December. The pandemic will not end December 30, and this gives flexibility to respond across all City departments deemed essential.

Councilor Vigil Coppler clarified in the discussion of having to spend all the money by the end of the year, this gives Finance and Administration a process to account for the funds, and the City can ask Finance for reimbursement.

Director McCoy agreed. The mechanism is their ability to request reimbursement for the public safety payroll expenses.

Councilor Vigil Coppler asked how funds would be tracked for audit purposes.

Director McCoy explained that project and grant ledgers were established for the CARES Act funds and they will be segregated. They have discussed with the auditors how to account for the funds awarded in FY21 and the expenditures.

Councilor Villarreal said hoped to receive an updated version of the metrics in the packet. She asked Director McCoy to clarify the BAR adjustments being made tonight. Council had approved the majority in the last special meeting.

Director McCoy agreed three items were previously approved. The adjustments tonight were to the total amount. The first adjustment for the Youth jobs/Training Project was originally approved for $300,000 and adjusted down to $208,000. The project directors agreed after looking at what is feasible in the next six months, to adjust down further to $150,000.

The second adjustment was the Fire Department originally allocated at $490,000 which included an additional allocation for equipment. The request tonight is $470,000, a $250k increase for funding of salaries and

overtime for specific purposes. The Fire Department has implemented a program responding directly and solely for COVID-positive situations. Response is dedicated solely using overtime for things like picking up and transporting St. Vincent's patients to the hospital. The additional $250k will continue the operation from January 1 to June 30, the remainder of the fiscal year.

The third adjustment is the public communications Santa Fe Promise Campaign project. Originally it was approved for $200,000 and the request was adjusted upward by $100,000. There will be a high need for additional communication especially with the rollout of the vaccination. This allows operation to continue from January 1 through the end of the fiscal year.

Councilor Villarreal said she wanted that to be on the record. She also wanted to indicate that the adjustment for the Fire Department was for personnel and equipment response to COVID.

Director McCoy thanked Councilor Villarreal for pointing that out. She indicated it was a great example where the Fire Department was able to order additional supplies and equipment as well as run a dedicated COVID ambulance. Also, not only the Fire Department supplies and equipment, but other PPP equipment ordered by Public Works Department, will not be received by the end of December due to delays in shipping /ordering. The increased adjustment allows the City to continue these projects into the FY 21 operating budget through the end of the fiscal year.

Councilor Villarreal asked Director McCoy for more information on possible extension of time to use the CARES Act funding.

Director McCoy explained Congress is discussing in current legislation the possibly of extending the December 30th deadline. At this moment they don't know if there will be an extension.

Councilor Villarreal thanked Director McCoy and her staff for their work.

Councilor Cassutt-Sanchez also acknowledged Director McCoy and her staff for their hard work. She knew that involved a lot of hours and financial gymnastics with the new information coming in even as they were spending the money.

Mayor Webber agreed it was a remarkable team effort to get the money to individuals, families, and small mom-and-pop businesses, as well as the community development and community services teams. It was a remarkable marshaling engagement across the board with the nonprofits,

and faith-based groups. The CONNECT program is also remarkable. He thought going into 2021 they will begin to see just how important those new capabilities are in meeting the needs of the community.

VOTE: The motion to approve d.1. was approved unanimously on the following Roll Call vote:

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

Against: None.

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Cassutt-Sanchez, to approve Item d.2. as presented.

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

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

Against: None.

11. COMMUNICATIONS FROM GOVERNING BODY (Revised Agenda Order)

Councilor Garcia thanked his colleagues for their guidance and advice. He said he really appreciated their support in his first year in this role. He also acknowledged staff's help because there is a lot to be learned. Most of all he wanted to acknowledge the citizens of Santa Fe. He told them it has been an honor to serve them in this capacity and he looked forward to continuing to serve them.

He wished everyone a safe, happy holiday season and is looking forward to working with everyone in the future.

Councilor Villarreal said she missed the Council chambers and hoped to be back there next year. She wished everyone a Merry Christmas and happy holidays and sent her love and blessings. She counts her blessings and hopes to have more opportunities to work together. She acknowledged those she works with and colleagues on the Community Health and Safety Task Force. It is clear they need support; their facilitator starts in January. In the last meeting the task force set

guiding principles and looked at their limitations. There is a lot to learn and she is happy that she co-chairs with Councilor Rivera.

Councilor Cassutt-Sanchez said she echoes many of the comments of Councilor Garcia. She thanked colleagues for their guidance, education and support throughout her freshman year on Council. Their knowledge as well as that of city staff, their wisdom and their perspectives are appreciated. She is impressed and grateful for their knowledge, their passion and dedication to the City.

This has been a challenging year for Santa Fe residents and will continue to be for the next few months. She appreciated residents who have contacted her and the opportunities to discuss ideas and ways they can help. She also looks forward to being in Council Chambers soon. She wished everyone happy holidays but was sad they would not be able to celebrate in the way they usually do. She Hoped that people will still find ways to celebrate safely with their families.

Councilor Rivera wished his colleagues and City staff Merry Christmas and Happy New Year. It has been a pleasure serving with everyone and he has total respect and appreciation for them. He thanked the residents, constituents and visitors of Santa Fe and wished all happy holidays. He looks forward to 2021.

Councilor Abeyta expressed his wish to colleagues and constituents and staff for a happy holiday. He wanted to expressly acknowledge Councilor Rivera publicly. He feels fortunate to serve with him in District 3 and is grateful for everything he has done.

Councilor Lindell thanked everyone. She said it has been a thrilling week. St. Christus was the first in the State to receive the vaccine. The pandemic is worldwide, and seeing people get vaccinated gives her hope. They have a long way to go but it is incumbent upon them to help one another and stay safe. They need to encourage others to do the same. She wished everyone happy holidays and encouraged them to find joy, and “WEAR A MASK.”

Councilor Romero-Wirth thanked Council Lindell for the festive lights. She wished everyone happy holidays and urged them to get some rest. It has been a long year and there is a lot of hope with the vaccine and brighter days are ahead. She urged people to be safe, wear a mask, and not to go anywhere they didn’t need to go.

Mayor Webber thanked everyone for their good work. He noted 2020 is moving into the past and it has been a tough year for the community and the country. They heard tonight of families and friends who have been lost and the serious challenges for the community. Yet the community has answered the test and shown their true colors. Santa Fe does not give up, close up, stop caring for one another, or stop showing compassion and love. We have a remarkable group of

people, people who are first responders, nurses, doctors, essential workers and City workers. Daily they provide essential services that keep the community and the City running. The nonprofits provide food shelter and clothing, and the faith community provides hope and spiritual sustenance.

Santa Fe is a fortunate and exceptional community and a City of holy faith, and a great, remarkable place to live and be in communion with one another. Now hope is in sight, so please stay the course. Crossing into 2021 he hopes more federal monies will be available to assist them. If not, we will find money to help our people in need and the mom-and-pop businesses that deserve and need help. Through the Community Foundation and other nonprofits, they will reach out to provide support for everyone as they head toward the last leg.

Finishing this year, they will have fun. A Canyon Road cruise and Light Up Santa Fe Campaign is planned. The brightest and best decorated houses in the City will be on the City's website. Thanks to the Kiwanis, they will have a televised virtual New Year's Eve. Hopefully, they can ring in the New Year safely and keep people connected without risking their health and bring in a year that will be brighter and one of healing.

Mayor Webber thanked members of the governing body for a year of hard work. The year was one of accomplishment and achievement that kept the public's interest front and center at all times. He expressed gratefulness for the city manager, city clerk and the city attorney's ongoing efforts and the department heads who keep the City functioning smoothly and effectively. They have worked together in a year of revenue shortfalls to keep the City open. He thanked the residents who are Santa Fe. The Governing Body appreciates them and all they do that makes the City so special.

Mayor Webber reminded the public and those just joining that the hearing was postponed on Item 8. A vote earlier was sending the resolutions to the Finance Committee and Public Works/Utilities for their consideration. The public will have opportunity for public comment in those committees. The resolutions will return to the first Governing Body meeting in January for consideration. There will be a hearing after that.

Councilor Rivera asked that the City Manager work with staff to determine if they could put on YouTube what is being discussed in real time as they are discussing it. People joining the meeting after it starts have no way of knowing where the Council is on the agenda or what they have or have not discussed.

8. **PUBLIC HEARINGS**

a. CONSIDERATION OF RESOLUTION NO. 2020-____. (Mayor Webber. Councilor Garcia, Councilor Villarreal, Councilor Cassutt-Sanchez, Councilor Vigil Coppler, Councilor Romero-Wirth, and Councilor Lindell) A Resolution Hosting Community Conversations and Establishing a Special City Committee On Santa Fe's Cultures, Histories, Art, Reconciliation, and Truth. (Kristine Mihelcic, Constituent and Council Services Director, kmmihelcic@santafenm.gov, 955-6846)

This item was removed from the agenda under Approval of the Agenda.

Mayor Webber asked if there were any Matters from the City Attorney to be addressed.

Ms. McSherry explained the first of the two items for the executive session, is an amicus opportunity to join with other local governments in *RV versus Mnuchin,* in the District of Maryland. It is led by the County of Los Angeles and challenges the provision of the CARES Act that excludes US citizen children with one or more undocumented immigrant parents from receiving any stimulus funds.

Ms. McSherry said secondly, there is discussion of the disposition of the Midtown property formally known as the College of Santa Fe.

9. **MATTERS FROM THE CITY ATTORNEY**

EXECUTIVE SESSION

a) In Accordance with the New Mexico Open Meetings Act, Specifically NMSA 1978, Section 10-15-1, Part (H)(7), Attorney-Client Privileged Discussion Regarding Threatened and Pending Litigation in Which the City of Santa Fe Is or May Become a Participant, Specifically an Amicus Opportunity to Join the County of Los Angeles, and Other Local Governments in Support of the Plaintiffs in *R.V. v. Mnuchin*, No. 8:20cv-1148 (D. Md.), and Subsequent Appeals, Challenging the Provision of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) that Excludes U.S. Citizen Children with One or More Undocumented Immigrant Parents from Stimulus Payments Intended to Offset the Hardships Caused by the COVID-19 Pandemic. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

b) In Accordance with the New Mexico Open Meetings Act, Specifically NMSA 1978, Section 10-15-1, Part (H)(8), Discussion of the Disposition of the Midtown Property, Formerly Known as the College of Santa Fe and Formerly Operated as the Santa Fe University of Art and Design. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

MOTION: Councilor Rivera moved, seconded by Councilor Cassutt-Sanchez to go into executive session to discuss the matters listed on the agenda as recommended by the City Attorney.

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 Council went into executive session at 6:32 pm.

The Commission returned from executive session at 7:56 pm.

MOTION: Councilor Rivera moved, seconded by Councilor Romero-Wirth to return from executive session, stating for the record that discussion was limited to the matters listed on the agenda.

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

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

Against: None.

10. EXECUTIVE SESSION ACTION ITEMS

a. Approval to Join the County of Los Angeles, and Other Local Governments in Support of the Plaintiffs in R.V. v. Mnuchin, No. 8:20-cv-1148 (D. Md.), and Subsequent Appeals, Challenging the Provision of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) that Excludes U.S. Citizen

Children with One or More Undocumented Immigrant Parents from Stimulus Payments Intended to Offset the Hardships Caused by the COVID-19 Pandemic. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

Additional Communications from the Governing Body:

Mayor Webber apologized that under Communications from the Governing Body, he forgot to read into the record two items he is introducing:

A resolution supporting Senate Resolution 372 and House Resolution 835 in support of the 30x30 Campaign. The campaign protects 30% of lands and oceans by 2030.

Secondly, an ordinance related to the City of Santa Fe Procurement Code amending 11-13 that would increase the award preference to local businesses to 10% in competitive procurement.

Return to the agenda for Executive Session Action Items:

Ms. Vigil read the request for approval to join the County of Los Angeles and other local governments in support of *RV versus Mnuchin* and subsequent appeals that challenges the provisions of the CARES Act.

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Villarreal to approve joining in support 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. **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.

[signature on the following page]

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
December 16, 2020

The Governing Body of the City of Santa Fe met in an executive session duly called on December 16, 2020 beginning at 6:00 p.m.

The following was discussed:

In Accordance with the New Mexico Open Meetings Act, Specifically NMSA 1978, Section 10-15-1, Part (H)(7), Attorney-Client Privileged Discussion Regarding Threatened and Pending Litigation in Which the City of Santa Fe Is or May Become a Participant, Specifically an Amicus Opportunity to Join the County of Los Angeles, and Other Local Governments in Support of the Plaintiffs in R.V. v. Mnuchin, No. 8:20-cv-1148 (D. Md.), and Subsequent Appeals, Challenging the Provision of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) that Excludes U.S. Citizen Children with One or More Undocumented Immigrant Parents from Stimulus Payments Intended to Offset the Hardships Caused by the COVID-19 Pandemic.

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

STAFF PRESENT
Jarel LaPan Hill, City Manager (Attended Virtually)
Erin K. McSherry, City Attorney (Attended Virtually)
Yolanda Y. Vigil, City Clerk (Attended Virtually)
Marcos Martinez, Senior Assistant City Attorney (Attended Virtually)
Mary McCoy, Finance Director (Attended Virtually) (Left at 7:51 p.m.)
Eli Isaacson, Land Use Director (Attended Virtually) (Left at 7:51 p.m.)
Andrea Salazar, Assistant City Attorney (Attended Virtually) (Left at 7:51 p.m.)
Regina Wheeler, Public Works Director (Attended Virtually) (Left at 7:51 p.m.)
Rich Brown, Community and Economic Development Director (Attended Virtually) (Left at 7:51 p.m.)

OTHERS PRESENT
Daniel Hernandez, Proyecto Inc. (Attended Virtually) (Left at 7:51 p.m.)
Dena Belzer, Strategic Economics (Attended Virtually) (Left at 7:51 p.m.)

There being no further business to discuss, the executive session adjourned at 7:56 p.m.

Yolanda Y. Vigil, City Clerk

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 12/14/2020
ISSUE NO. 8A Consideration of Resolution No. 2021-__: A Resolution Renaming Alto Park the Ron Shirley Alto Park. (Councilors Vigil Coppler, Villarreal, and Abeyta) (Melissa McDonald, Interim Parks Division Director, mdmcdonald@santafenm.gov, 955-6840) **Committee Review:** Public Works and Utilities Committee: 12/14/20 Finance Committee: 1/4/21 Governing Body: 1/13/21
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 1/4/2021 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 30, 2020

To: Quality of Life Committee/Public Works Committee/Finance Committee/Governing Body

Via: Regina Wheeler (Nov 10, 2020 12:08 MST)
Regina A. Wheeler, Public Works Department Director

Cc: **John P Munoz, Recreation Division Director**

From: Melissa McDonald, Interim Parks Division Director MM
MM
Jessie Esparza, Parks Project Specialist JE
JE

RE: Memorial – A Resolution Renaming Alto Park to Ron Shirley Alto Park

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ITEM AND ISSUE:
Resolution No. 2010-19 permits City-owned parks to be named after community members who meet certain criteria.

BACKGROUND AND SUMMARY:
Ron Shirley served the City of Santa Fe in the Parks and Recreation Department for 28 years. He joined the department as a laborer, steadily worked up the ladder, and eventually became the department's director. Mr. Shirley was highly regarded by staff and residents for his conscientious devotion to the City and its parks and would never ask his employees to do something he hadn't done himself. Ron volunteered countless hours to the City in his work, taking care of parks and being involved in various sports leagues including coaching football and girls basketball at Santa Fe High School. Ron Shirley, who retired in 2007, passed away on December 27, 2018.

ACTION REQUESTED: The Public Works Department- Parks Division and the sponsors of this resolution are requesting the Governing Body change the name of Alto Park to Ron Shirley Alto Park, in recognition of the contributions made by Ron Shirley.

ATTACHMENTS:

Resolution
Exhibit A – Article The New Mexican Jan 11, 2019 'Heaven is going to have Beautiful Park'; Ron Shirley accomplishments: May 15, 1948 – December 27, 2018
Exhibit B - Pronto Sign Picture of the Memorial RON SHIRLEY Alto Park Sign
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-__

INTRODUCED BY:

Councilor JoAnne Vigil Coppler

Councilor Renee Villarreal

Councilor Roman "Tiger" Abeyta

A RESOLUTION

RENAMING ALTO PARK THE RON SHIRLEY ALTO PARK.

WHEREAS, Resolution No. 2010-19 permits City-owned parks to be named after community members who meet certain criteria; and

WHEREAS, those criteria include:

1. The individual must be deceased;
2. The individual must have made significant contributions to the community;
3. The individual must have been of high integrity and good moral character;
4. The individual must have been a resident of Santa Fe county or have a strong connection to Northern New Mexico; and
5. The individual may have made charitable contributions of time or money either in the past or in the present; and

WHEREAS, the Governing Body desires to name Alto Park after Ron Shirley; and

WHEREAS, Ron Shirley left this world on December 27, 2019 after a five-year long battle with prostate cancer; and

WHEREAS, Ron was a former City of Santa Fe Parks and Recreation Director who joined the department as a laborer before steadily climbing the ladder to eventually fill the highest position; and

WHEREAS, Ron was highly regarded by staff and residents for his conscientious devotion to the City and its parks and would never ask his employees to do something he hadn't done himself; and

WHEREAS, before and after retirement, Ron volunteered countless hours to the City in his work taking care of parks and being involved in various sports leagues, including coaching football and girls basketball at Santa Fe High School; and

WHEREAS, former Police Chief Beverly Lennon described Ron as a director who "led from the front", overseeing employees who could always be depended upon; and

WHEREAS, Ron understood how parks support youth programming, reduce crime, and empower future leaders; and

WHEREAS, while Ron had one regret of not becoming a teacher, he nonetheless spent countless hours both on and off the clock mentoring both employees and young athletes in the community; and

WHEREAS, as Ron's wife, Margo, put it after his passing, "heaven is going to have beautiful parks."

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Alto Park is hereby renamed Ron Shirley Alto Park in recognition of the contributions made by Ron Shirley

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

_____

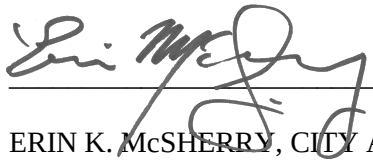
ALAN WEBBER, MAYOR

ATTEST:

_____

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:



_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/Rename Alto Park

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2021-__
Rename Alto Park

Mayor and Members of the City Council:

I propose the following amendment(s) to Resolution No. 2021-__:

1. On page 1, line 24 ***strike*** "2019" and ***insert*** in lieu thereof "2018"

Respectfully submitted,

_____
Renee Villarreal, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Kristine Bustos-Mihelcic, City Clerk

Exhibit A: Santa Fe New Mexican Story (12/27/2018)

HEAVEN IS GOING TO HAVE BEAUTIFUL PARKS

Ronald Shirley, a former city Parks and Recreation Department director who was known for master landscape gardening and coaching high school sports, died Dec. 27 from prostate cancer.

“Heaven is going to have beautiful parks,” said Margo Shirley, his wife of nearly 40 years.

Ronald Shirley, who was 70, was born and raised in Santa Fe and led the city parks department for 28 years before retiring in 2007. He started in the department as a laborer after funding for his social work position at the former B.F. Young Junior High School ended, his wife said. Her husband always told his workers he wouldn’t ask them to do anything he hadn’t done or wouldn’t do, Margo Shirley said.

Ronald Shirley also coached football and girls basketball at Santa Fe High School. “He wanted to foster the good in the kids,” his wife said.

Lifelong friend Tom Manning, the athletic director at St. Michael’s High School, called Shirley a sports enthusiast. From listening to Yankees games on a transistor radio as kids to texting about player statistics and their fantasy football teams as adults (Shirley was a Giants fan), the two friends never lost touch of their passion for sports, Manning said.

Manning and Shirley became friends when they were 8 years old and growing up in the same neighborhood. Through the years, as college roommates and then as fathers and coaches, Manning said, Shirley always had his back. “We were more like brothers than friends.”

Shirley also was known for his “Ronnie-isms,” his wife said, describing what she called an “unbelievable” sense of humor.

He sang in the shower, made jokes after every new haircut and sent anonymous letters to his friends who liked the Dallas Cowboys — a team he despised, Margo Shirley said with a laugh.

More than anything, she said, her husband was a man of faith, family and community.

He graduated from St. Michael’s High in 1966 and New Mexico State University in 1972 with a degree in social work. He married Margo in 1979, and the couple had two children and three grandchildren, who called him “Sherpa.”

His one regret was not becoming a teacher, his wife said. But for her and others, he accomplished that goal.

“He taught people to be kind,” she said. “He taught me humility.”

Shirley’s daughter said she saw him as the epitome of a good person. “He always gave and never wanted credit,” Lindsey Shirley-Stringer said.

Ronald Shirley’s son, Aaron Shirley, said his his father taught him about being an admirable man, enjoying sports and putting family first.

“The message he always told me is life’s hard and it’s all about how you get up,” Aaron Shirley said.

Even during his five years of fighting cancer, Ronald Shirley stuck with that mindset. His wife said he never complained. He kept his sense of humor and never missed his morning cup of coffee.

Since her husband’s death, Margo Shirley said, she has continued to make a cup of coffee the way he liked it — cream with no sugar, heated in the microwave for 25 seconds after brewing. She sets it next to his picture as she sips on her own coffee, savoring one of his loves.

The Santa Fe NM 12/27/2018

Ron Shirley

May 15, 1948 - December 27, 2018

(1). Ron (Ronald D. Shirley) Shirley was born on May 15, 1948 in Santa Fe, New Mexico. He graduated from St. Michael's High and received his Bachelor's Degree from New Mexico State University. After retirement, Ron received his Master Gardener Certification from New Mexico State Extension service. Ron died on December 27th, 2018 after a courageous battle with prostate cancer.

(2) . Ron, worked as a Social Worker for La Familia Medical Center and Santa Fe Public Schools. He began his career with the City of Santa Fe in 1978, retiring in 2006, as Parks and Recreation Director after 27 years of dedicated service. Serving the needs of the Community and beautifying his beloved City...he could be seen driving his 'Unit 600" wagon throughout the City. He was a visible leader and you never knew when "Boss" or "Mr. Shirley" would appear. Ron, oversaw Parks, Recreation, Swimming Pools, Human Service Providers, open space and trails, Santa Fe Beautiful, Ft. Marcy Complex, GCC, Marty Sanchez Golf Course, graffiti unit, special events and Plaza activities .

Ron, felt the most important aspect of his job was to make certain the Youth of his beloved City had access to the usage of the various City facilities especially the fields. As a result of this commitment ...he worked closely with the various youth athletic leagues and Public and Private schools in Santa Fe.

Ron's passion for sports was known by all. He coached his children and hundreds of other City youth in YAFL, Little League and Softball. He also coached at the high school level at Santa Fe High School ; girls basketball and football and was a basketball referee.

(3). Ron lived his life serving the needs of others, as a devoted husband, father, grandfather, uncle, friend, community member and boss. Ron was well respected by his employees , and he didn't ask them to do anything he hadn't done. He was vested in his community and took pride in his Parks and expected the same from his employees. He represented the City with humility and gave credit to his employees for the successes during his tenure. He was a man of few words ... preferred to stay in the background while they got all the credit. Ron expected the best from himself...and that expectation was the same for his employees. Ron, truly cared for his employees on a personal level. He was there to listen, to guide, and to lead them. He could be heard...on many occasions saying he loved his job.

(4) Ron was born and raised in Santa Fe and upon graduating from New Mexico State University he returned to Santa Fe to make a difference in his Community...which eventually would give back so much to him and his family.

Upon Ron's retirement, he began his second career working for Santa Fe Public Schools. He worked as a Truancy/Attendance Officer at Santa Fe High School. His training as a Social Worker assisted him in those difficult situations. His primary focus was to make certain students were in class.

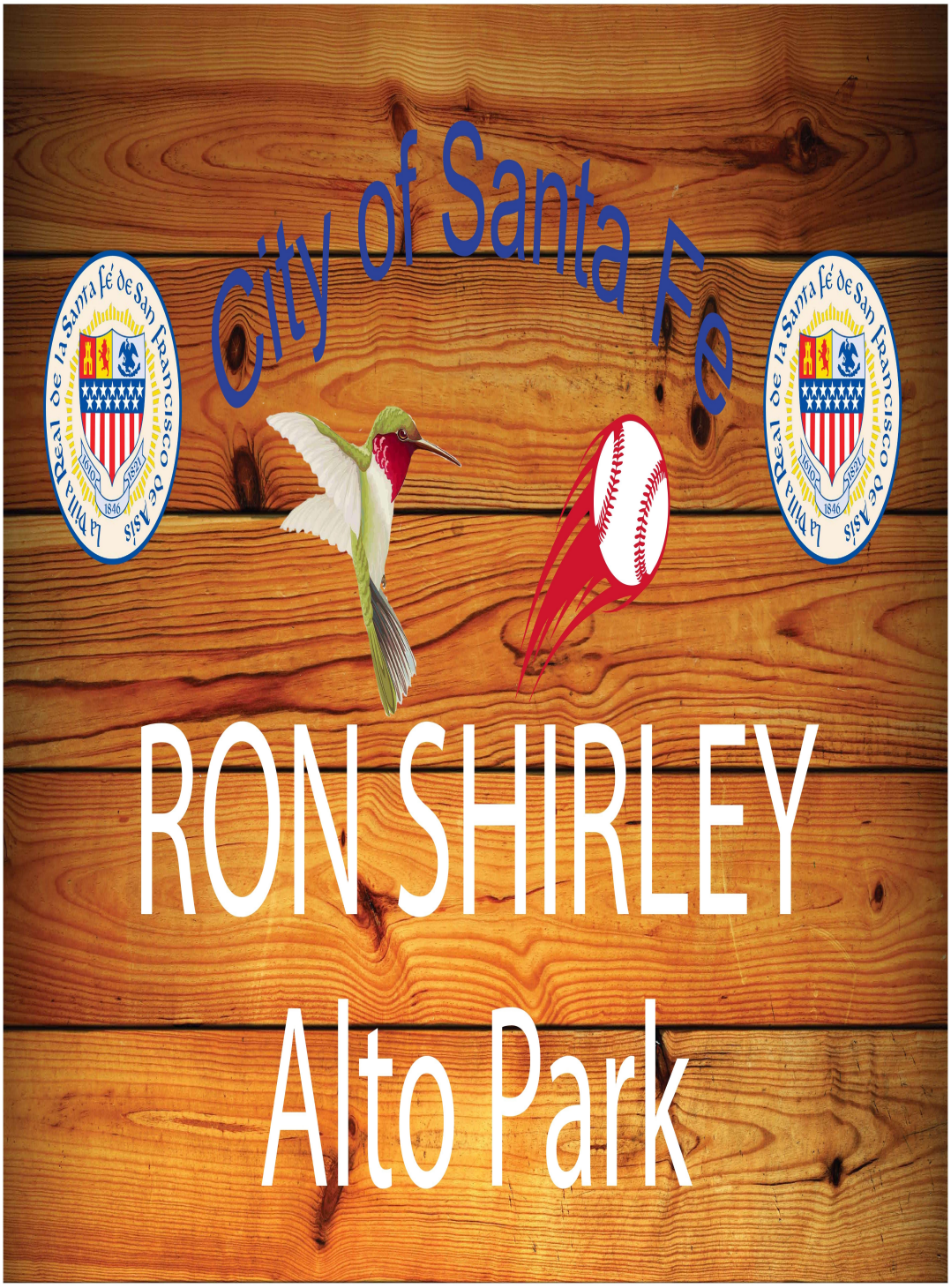
He also worked as an Elementary and High School substitute creating special relationships with the students, teachers, and principals. He became sought after to sub at schools.

Ron, was then asked to be the Athletic Manager at Santa Fe High where he remained for two years. His connections with the City and his expertise as Parks and Recreation Director helped him to succeed in this position.

Ron, also served for 7 years under Monsignor Jerome Martinez as a member on the Building Committee and founding member of Santa Maria de La Paz Catholic Community. He was a life long member of the SF Elks Lodge #460, youth leagues board member, and past membership of NMAA, NMPRA., to name a few.

His love for his beloved Yankees, New York Giants and Notre Dame was known by all, but not surpassed by the love he gave to his family, his wife Margo, daughter Lindsey (Paul), son Aaron and his precious grandchildren who he adored ; Adam, Liam and Maggie.

Submitted by Margo Shirley


City of Santa Fe
La Villa Real de la Santa Fé de San Francisco de Asís
1610
1846
1887
RON SHIRLEY
Alto Park

FIR No. 3292

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): **Rename Alto Park**

Sponsor(s): Councilors Joanne Vigil-Coppler, Villarreal, and Abeyta

Reviewing Department(s): Public Works Department

Staff Completing FIR: Jessie Esparza Date: 10/30/2020 Phone: 955-2106

Reviewed by City Attorney: _____ Date: Nov 6, 2020

Reviewed by Finance Director: _____ Date: Nov 9, 2020

Summary:
The Resolution would rename the Alto Park the "RON SHIRLEY Alto Park".

Departments Affected:
Public Works Department /Parks Division

Consequences of Not Enacting Legislation:
Currently the park is named after a street rather than a legendary volunteer and former City employee. If this doesn't occur, this will result in a resident going unrecognized. Traditionally, the community has utilized the naming of buildings, parks, grounds, and trails as a way to honor notable citizens, and because Mr. Shirley was a baseball coach and the park has numerous baseball fields, an opportunity would be missed by not adopting this Resolution.

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

Performance and Administrative Implications:
None identified.

Fiscal Implications:

There will be minimal costs associated with the purchase of the new signs at the park.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 20	FYE 21	FYE 22	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$344.88	$	$		NR	1004150	$344.88
Total:	$344.88	$	$				$ 344.88

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

Expenditure Narrative:

The cost of this action includes the purchase of new signage. There is no reoccurring cost associated with this change.

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: Melissa A. McDonald
Melissa A. McDonald (Nov 7, 2020 13:26 MST)

Email: mamcdonald@santafenm.gov

Signature: Jessie Esparza
Jessie Esparza (Nov 6, 2020 12:06 MST)

Email: jbesparza@santafenm.gov

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 01/12/21
FOR CITY COUNCIL MEETING OF 01/13/21

b) Request for Approval of Award of Bid # '21/02/B to low bidder Albuquerque Asphalt, Inc. for $2,456,103.13 Taxiway Golf Reconstruction. (John Dickinson, Airport Operations Manager, jcdickinson@santafenm.gov, 955-2909)

COMMITTEE REVIEW:

Public Works and Utilities Committee: 12/14/2020
Finance Committee: 01/04/2021
Governing Body: 01/13/2021

FINANCE COMMITTEE ACTION:
Approved as consent item.

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 12/14/2020
ISSUE NO. 8E Request for Approval of Award of Bid # '21/02/B to low bidder Albuquerque Asphalt, Inc. for $2,456,103.13 Taxiway Golf Reconstruction. (John Dickinson, Airport Operations Manager, jcdickinson@santafenm.gov, 955-2909) **COMMITTEE REVIEW:** Public Works and Utilities Committee: 12/14/2020 Finance Committee: 01/04/2021 Governing Body: 01/13/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 1/4/2021 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: November 16, 2020

TO: Public Works and Utilities Committee/Finance/City Council

VIA: _____
Regina Wheeler, Public Works Department Director
Mark Baca, C.M., Airport Manager MB

FROM: John Dickinson, C.M., Airport Operations Manager JD

ISSUE: Request Approval of Awarded Bid # '21/02/B to Albuquerque Asphalt, Inc.

ACTION:
Request for Approval of Award of Bid # '21/02/B to low bidder Albuquerque Asphalt, Inc. for $2,456,103.13 Taxiway Golf Reconstruction. (John Dickinson, Airport Operations Manager, jcdickinson@santafenm.gov, 955-2909)

SUMMARY:
Bid lot 1 for Taxiway Golf covers one of the Santa Fe Regional Airport's primary taxiways, which is experiencing significant pavement failures and is in need of reconstruction due to the amount of aircraft traffic it receives. The realignment and reconstruction will mitigate pavement failures and provide pavement strength for the airport's expanding commercial flight operations. This project will start in March 2021 and should be completed by mid-June 2021.

Bid lot 2 includes the existing edge lighting and guidance sign system consisting of stake-mounted quartz lights and direct-buried cable. The existing edge lights and guidance signs will be removed, salvaged and stockpiled. Primary power and communication cables are going to be relocated as a result of the new taxiway alignment, and the existing direct-bury cable will be abandoned in place. A new LED edge lighting and signing system will be installed to include wire-in conduit and edge lights on cans. The edge lights will be 24" LED fixtures to include an arctic kit.

Three sealed bids were received with Albuquerque Asphalt, Inc. being the lowest bidder by $138,982.56 over the second place bidder and at a cost lower than the Engineer's original opinion of probable cost which was $2,755,925.84. Albuquerque Asphalt, Inc. has completed numerous construction projects for the Santa Fe Regional Airport in the past seven years with excellent results.

BUDGET:
This project is funded by 93% FAA Grant #3-35-0037-052-2020 and #3-35-0037-053-2020, as well as, a 3.5% Grant #SAF-20-03 from the New Mexico Department of Transportation Aviation Division (NMDOTAD) with the remaining 3.5% matching funding by the City.

Secured grant funding is available for this project in Org/Object #5450407.572970, Project String AIR19545OE. City of Santa Fe Munis contract #3202399 has been issued to this procurement.

ATTACHMENTS:
Construction Contract
Summary of Contract Form
Bid Tab
Procurement Checklist
Contractor's Certificate of Insurance(s)

B.1 CONSTRUCTION AGREEMENT

CITY OF SANTA FE

CONSTRUCTION/ENGINEERING 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 **Albuquerque Asphalt, Inc.** , hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall perform the following work:

Taxiway G construction to include approximately 2,400 linear feet of new taxiway construction beginning at Runway 2-20 and extending to Runway 15.

B. *Performance Measures.*

Contractor shall substantially perform the following Performance Measures and as described in Attachment 1:

1) Specifications dictate minimum requirements for project acceptance.

The receipt of the deliverables contemplated under this Agreement shall assist the City in obtaining its goal(s) as set forth in its Strategic Plan on page 295.

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed. Compensation not to exceed ($2,264,994.24), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling ($191,108.89) 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 ($2,456,103.13). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from

year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

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

3. **Term.**
THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30 of 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**
A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL*

RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

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

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

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

7. **Construction Contract Performance and Payment Bond.**
A. When a construction contract is awarded in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall

be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

(1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

(2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more.

8. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

9. Subcontracting.

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

10. Release.

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

11. Confidentiality.

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

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

13. **Conflict of Interest; Governmental Conduct Act.**

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 13 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 13 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 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

14. **Amendment.**

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within

thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. **Change Orders**.

A. Changes. The Contractor may only make changes or revisions within the Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

1) Deliverable requirements, as outlined in the Scope of Work;
2) Due date of any Deliverable, as outlined in the Scope of Work;
3) Compensation of any Deliverable, as outlined in the Scope of Work;
4) Agreement compensation, as outlined in Article 2; or
5) Agreement termination, as outlined in Article 4.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:
   (a) the name of the person requesting the change;
   (b) a summary of the required change;
   (c) the start date for the change;
   (d) the reason and necessity for change;
   (e) the elements to be altered; and
   (f) the impact of the change.
2) The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

16. **Merger.**

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

17. **Penalties for violation of law.**

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

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

19. **Applicable Law.**
The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

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

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

22. **Other Insurance**
If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name

the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

23. Records and Financial Audit.

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

24. Indemnification.

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

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

26. **Invalid Term or Condition.**
If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

27. **Enforcement of Agreement.**
A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. **Notices.**
Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Santa Fe Regional Airport
Name: John Dickinson
Address: 121 Aviation Dr. Suite 1, Santa Fe, NM 87507
Email: jcdickinson@santafenm.gov

To the Contractor: Albuquerque Asphalt, Inc.
Name: Robert B. Woods
Address: P.O Box 66450 Albuquerque, NM, 87193
Email: bobw@alb-asphalt.com

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

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

CITY OF SANTA FE:

Alan Webber
CITY MAYOR

DATE: _____

CONTRACTOR:
Albuquerque Asphalt, Inc.

NAME Robert B. Wood
President
TITLE

DATE: 11/17/20

CRS#: 011-37714-003

Registration #: 20-00111800

ATTEST:

Yolanda Y. Vigil
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Nov 3, 2020 09:43 MST)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy
FINANCE DIRECTOR

5450407.572970/Project String AIR-19545OE
Business Unit Line Item AL
AL

Attachment 1

Scope of Work

Performance Measures

Performance Measures in Scope of Work shall contain measurable goals and objectives that are linked to the performance measures of the Agency's Strategic Plan:

Example: Goal: To reconstruct the deteriorating pavements on Taxiway G and reconfigure the alignment to meet current FAA standards. The lighting system will be updated concurrently to include new LED edge lights and guidance signs.

Objective: To complete the project through a traditional Design-Bid-Build method. The engineering consultant will design the project per FAA standards and upon Completion the project will be Bid and awarded to the lowest successful Bidder. The contractor will construct the new taxiway in accordance with the Plans and Specifications to completion.

Activities: The Contractor is expected to perform pavement removal and new pavement construction. The Work items include clearing and grubbing, excavation, borrow, pavement removal, subgrade preparation, subbase, base course and bituminous surface course construction, grading and marking. Additionally, the taxiway edge lighting system will be upgraded which includes removal of existing fixtures and installation of new cable in conduit, counterpoise, LED taxiway edge lights and guidance signs and performing all related electrical tasks.

A contract time will be established to control project schedule and quality assurance tests will be performed to ensure acceptability of work performed and materials furnished. Minimum performance standards are provided in specifications.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202399

Contractor: Albuquerque Asphalt, Inc

Description: Taxiway Golf Reconstruction and Alignment.

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

Term Start Date: 03/31/2021 Term End Date: 06/30/2022

[☑] Approved by Council Date: TBD

Contract / Lease: Construction Agreement

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: _____

Fran Dunaway (Nov 18, 2020 17:03 MST) Nov 18, 2020

Purchasing Officer Review: Date:

Comment & Exceptions: award from ITB 21/02/B Taxiway Golf Constrction

4. Funding Source: Federal Aviation Administration Org / Object: 5450407.572970

Alexis Lotero (Nov 18, 2020 16:22 MST) Nov 18, 2020

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: John Dickinson Phone # 955-2909

Email: jcdickinson@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe
Santa Fe Regional Airport
Taxiway G Construction
AIP 3-35-0037-052-2020; NMDOT SAF-20-03; City of Santa Fe ITB No. 21/02/B
Bid Date: July 23, 2020 @ 2:00 p.m.

Item	Spec No.	Description	Unit	Quantity	Engineer's Estimate		Albuquerque Asphalt		TLC Plumbing & Utility		Mountain States Construction	
					Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Base Bid Lot 1 - Taxiway G Pavement Construction												
1	C-105	Mobilization, Complete	LS	1	$ 105,000.00	$ 105,000.00	$ 84,890.00	$ 84,890.00	$ 149,000.00	$ 149,000.00	$ 107,000.00	$ 107,000.00
2	CSPP	Airport Safety and Security, Construction Traffic Control and Barricading, Complete	LS	1	$ 40,000.00	$ 40,000.00	$ 32,500.00	$ 32,500.00	$ 30,500.00	$ 30,500.00	$ 26,000.00	$ 26,000.00
3	C-102	Temporary Air and Water Pollution, Soil Erosion and Siltation Control	LS	1	$ 7,500.00	$ 7,500.00	$ 3,700.00	$ 3,700.00	$ 4,200.00	$ 4,200.00	$ 12,000.00	$ 12,000.00
4	P-101	Sawcut Existing Pavement, Complete	LF	286	$ 2.50	$ 715.00	$ 6.00	$ 1,716.00	$ 2.90	$ 829.40	$ 6.00	$ 1,716.00
5	P-101	Bituminous Pavement Pulverization and Removal, 5" Depth, Hauling, Temporary Stockpiling On-Airport, Complete	SY	16,285	$ 4.00	$ 65,140.00	$ 3.35	$ 54,554.75	$ 2.50	$ 40,712.50	$ 6.00	$ 97,710.00
6	P-101	Removal of Existing Drop Inlet, Complete	EA	2	$ 500.00	$ 1,000.00	$ 740.00	$ 1,480.00	$ 765.00	$ 1,530.00	$ 1,500.00	$ 3,000.00
7	P-101	Removal of Existing 12" Corrugated Metal Pipe (CMP), Complete	LF	160	$ 30.00	$ 4,800.00	$ 18.50	$ 2,960.00	$ 23.00	$ 3,680.00	$ 15.00	$ 2,400.00
8	P-101	Removal of Existing 18" Reinforced Concrete Pipe (RCP), Complete	LF	135	$ 75.00	$ 10,125.00	$ 25.00	$ 3,375.00	$ 25.00	$ 3,375.00	$ 35.00	$ 4,725.00
9	P-151	Clearing and Grubbing	AC	6	$ 3,000.00	$ 18,000.00	$ 2,000.00	$ 12,000.00	$ 1,700.00	$ 10,200.00	$ 1,000.00	$ 6,000.00
10	P-152	Unclassified Excavation	CY	8,000	$ 9.00	$ 72,000.00	$ 7.85	$ 62,800.00	$ 6.00	$ 48,000.00	$ 9.00	$ 72,000.00
11	P-152	On-Site Borrow Excavation, Removal and Replacement of Existing Unsuitable Material	CY	10,000	$ 11.00	$ 110,000.00	$ 7.70	$ 77,000.00	$ 10.00	$ 100,000.00	$ 24.50	$ 245,000.00
12	P-155	Hydrated Lime	TONS	580	$ 260.00	$ 150,800.00	$ 280.00	$ 162,400.00	$ 235.00	$ 136,300.00	$ 250.00	$ 145,000.00
13	P-155	Lime-Treated Subgrade, 12" Minimum	SY	19,510	$ 3.00	$ 58,530.00	$ 2.20	$ 42,922.00	$ 8.00	$ 156,080.00	$ 8.50	$ 165,835.00
14	P-209	Crushed Aggregate Base Course, 7" Thickness	CY	3,800	$ 65.00	$ 247,000.00	$ 91.00	$ 345,800.00	$ 62.00	$ 235,600.00	$ 109.00	$ 414,200.00
15	P-403	Asphalt Mix Pavement Base Course, 5" Thickness	TON	5,500	$ 100.00	$ 550,000.00	$ 83.65	$ 460,075.00	$ 89.50	$ 492,250.00	$ 110.00	$ 605,000.00
16	P-401	Bituminous Surface Course, 4" Thickness, Complete in Place	TON	4,270	$ 100.00	$ 427,000.00	$ 90.00	$ 384,300.00	$ 90.25	$ 385,367.50	$ 110.00	$ 469,700.00
17	P-602	Bituminous Prime Coat	GAL	5,510	$ 2.75	$ 15,152.50	$ 1.25	$ 6,887.50	$ 4.00	$ 22,040.00	$ 3.00	$ 16,530.00
18	P-603	Bituminous Tack Coat	GAL	3,857	$ 2.00	$ 7,714.00	$ 3.07	$ 11,840.99	$ 2.60	$ 10,028.20	$ 2.00	$ 7,714.00
19	P-620	Runway and Taxiway Painting, Including Temporary Coat and Final Coat with Glass Bead Application, Complete in Place	SF	6,600	$ 2.50	$ 16,500.00	$ 2.52	$ 16,632.00	$ 3.10	$ 20,460.00	$ 5.00	$ 33,000.00
20	T-901	Seeding with Hydromulch	AC	5	$ 3,000.00	$ 15,000.00	$ 1,550.00	$ 7,750.00	$ 3,200.00	$ 16,000.00	$ 2,400.00	$ 12,000.00
21		Linear Grading After Construction, Shape and Grade Shoulders to Provide the 1-1/2" Maximum drop-off from Pavement Edge, Complete	LF	4,900	$ 3.00	$ 14,700.00	$ 0.55	$ 2,695.00	$ 2.60	$ 12,740.00	$ 4.00	$ 19,600.00
22	D-751	New Median Type Drop Inlet, Complete in Place	EA	3	$ 12,000.00	$ 36,000.00	$ 11,900.00	$ 35,700.00	$ 7,500.00	$ 22,500.00	$ 8,200.00	$ 24,600.00
23	D-701	36" Reinforced Concrete Pipe (RCP) including Trenching, Backfill, Fittings, Joints and Miscellaneous Components, Complete in Place	LF	135	$ 160.00	$ 21,600.00	$ 212.00	$ 28,620.00	$ 177.00	$ 23,895.00	$ 200.00	$ 27,000.00
24		Construction Staking, Complete	LS	1	$ 35,000.00	$ 35,000.00	$ 26,700.00	$ 26,700.00	$ 32,000.00	$ 32,000.00	$ 68,000.00	$ 68,000.00
25	C-100	Contractor Quality Control Testing, Complete	LS	1	$ 55,000.00	$ 55,000.00	$ 87,000.00	$ 87,000.00	$ 45,500.00	$ 45,500.00	$ 25,000.00	$ 25,000.00
		Subtotal Bid Items for Base Bid Lot 1 (1-25)				$ 2,084,276.50		$ 1,956,298.24		$ 2,002,787.60		$ 2,610,730.00
		Subtotal Bid Items for Base Bid Lot 1				$ 2,084,276.50		$ 1,956,298.24		$ 2,002,787.60		$ 2,610,730.00
		NMGRT @ 8.4375%				$ 175,860.83		$ 165,062.66		$ 168,985.20		$ 220,280.34
		Total Base Bid Lot 1 including NMGRT				$ 2,260,137.33		$ 2,121,360.90		$ 2,171,772.80		$ 2,831,010.34

Santa Fe Regional Airport
Taxiway G Construction
AIP 3-35-0037-052-2020; NMDOT SAF-20-03; City of Santa Fe ITB No. 21/02/B
Bid Date: July 23, 2020 @ 2:00 p.m.

					Engineer's Estimate		Albuquerque Asphalt		TLC Plumbing & Utility		Mountain States Construction	
Item	**Spec No.**	**Description**	**Unit**	**Quantity**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
Bid Lot 2 - Taxiway G Medium Intensity Lighting System												
1	C-105	Mobilization, Complete	LS	1	$ 25,000.00	$ 25,000.00	$ 33,500.00	$ 33,500.00	$ 28,000.00	$ 28,000.00	$ 63,000.00	$ 63,000.00
2	CSPP	Airport Safety and Security, Construction Traffic Control and Barricading, Complete	LS	1	$ 10,000.00	$ 10,000.00	$ 4,000.00	$ 4,000.00	$ 45,000.00	$ 45,000.00	$ 3,000.00	$ 3,000.00
3	C-102	Temporary Air and Water Pollution, Soil Erosion and Siltation Control	LS	1	$ 5,000.00	$ 5,000.00	$ 700.00	$ 700.00	$ 910.00	$ 910.00	$ 2,000.00	$ 2,000.00
4		Remove and Salvage Existing Taxiway MITL Fixtures, Edge Lights, Complete	EA	61	$ 30.00	$ 1,830.00	$ 40.00	$ 2,440.00	$ 45.00	$ 2,745.00	$ 50.00	$ 3,050.00
5		Remove and Dispose Off Airport Property, Direct Bury Edge Light 5KV Cable and Counterpoise, Complete	LF	6,700	$ 5.00	$ 33,500.00	$ 1.63	$ 10,921.00	$ 1.80	$ 12,060.00	$ 2.00	$ 13,400.00
6		Remove and Salvage Existing Guidance Sign, Remove and Dispose of Concrete Base and Can, Complete	EA	6	$ 700.00	$ 4,200.00	$ 326.00	$ 1,956.00	$ 360.00	$ 2,160.00	$ 600.00	$ 3,600.00
7		Remove and Salvage Existing Guidance Sign, Do Not Disturb Existing Concrete Base and Can, Complete	EA	1	$ 200.00	$ 200.00	$ 326.00	$ 326.00	$ 360.00	$ 360.00	$ 400.00	$ 400.00
8		Remove Existing Pull Box, Complete	EA	11	$ 100.00	$ 1,100.00	$ 115.00	$ 1,265.00	$ 130.00	$ 1,430.00	$ 120.00	$ 1,320.00
9		Remove Existing Duct Markers, Complete	EA	9	$ 25.00	$ 225.00	$ 57.00	$ 513.00	$ 65.00	$ 585.00	$ 65.00	$ 585.00
10		Temporary Cable and Conduit for Circuit Jumper, Above Ground, Connected and Operating, Complete in Place	LF	10,000	$ 2.50	$ 25,000.00	$ 2.00	$ 20,000.00	$ 2.20	$ 22,000.00	$ 2.20	$ 22,000.00
11	L-108	Trenching for Cable, Backfill, Complete in Place	LF	5,800	$ 3.25	$ 18,850.00	$ 4.56	$ 26,448.00	$ 5.05	$ 29,290.00	$ 5.00	$ 29,000.00
12	L-108	L-824, 1/C #8 5KV Cable, in Trench or Duct, w/all Splices, Complete in Place	LF	9,500	$ 1.50	$ 14,250.00	$ 1.41	$ 13,395.00	$ 1.60	$ 15,200.00	$ 2.00	$ 19,000.00
13	L-108	L-824, 1/C #6 Bare Solid Counterpoise, in Trench, Duct Bank, or Conduit, Ground Rods and Ground Connectors, Complete in Place	LF	5,800	$ 2.50	$ 14,500.00	$ 3.26	$ 18,908.00	$ 3.60	$ 20,880.00	$ 4.00	$ 23,200.00
14	L-110	Non-Encased Electrical Conduit, 1-Way 2-Inch, Direct Bury, Complete in Place	LF	6,700	$ 2.50	$ 16,750.00	$ 2.17	$ 14,539.00	$ 2.40	$ 16,080.00	$ 3.00	$ 20,100.00
15	L-110	Concrete Encased Electrical Conduit, 2-Way 4-Inch, Including Markers, Complete in Place	LF	190	$ 50.00	$ 9,500.00	$ 66.00	$ 12,540.00	$ 72.00	$ 13,680.00	$ 80.00	$ 15,200.00
16	L-110	Concrete Encased Electrical Conduit, 4-Way 4-Inch, Including Markers, Complete in Place	LF	85	$ 60.00	$ 5,100.00	$ 82.00	$ 6,970.00	$ 90.00	$ 7,650.00	$ 100.00	$ 8,500.00
17	L-115	Electrical Pull Box (36"x24"x30"), Polymer Concrete	EA	6	$ 1,100.00	$ 6,600.00	$ 1,250.00	$ 7,500.00	$ 1,400.00	$ 8,400.00	$ 1,400.00	$ 8,400.00
18	L-115	L-867 Class I Steel Base Can Encased in Concrete, Complete	EA	3	$ 575.00	$ 1,725.00	$ 760.00	$ 2,280.00	$ 845.00	$ 2,535.00	$ 900.00	$ 2,700.00
19	L-125	Medium Intensity LED L-861T Taxiway Light (MITL), Blue Lens, L-867 Can Mounted, L-830 Transformers, Heater Kit, Complete in PLace	EA	69	$ 1,400.00	$ 96,600.00	$ 1,420.00	$ 97,980.00	$ 1,570.00	$ 108,330.00	$ 1,600.00	$ 110,400.00
20	L-125	New Size 2, Style 2, Class 2, 3 Module, LED Guidance Sign with New Concrete Foundation and L-867 Base, Complete in Place	EA	4	$ 5,500.00	$ 22,000.00	$ 5,200.00	$ 20,800.00	$ 5,745.00	$ 22,980.00	$ 6,000.00	$ 24,000.00
21	L-125	New Size 2, Style 2, Class 2, 1 Module, LED Guidance Sign Installed on Existing Concrete Foundation, Complete in Place	EA	1	$ 3,500.00	$ 3,500.00	$ 2,165.00	$ 2,165.00	$ 2,400.00	$ 2,400.00	$ 2,500.00	$ 2,500.00

Santa Fe Regional Airport
Taxiway G Construction
AIP 3-35-0037-052-2020; NMDOT SAF-20-03; City of Santa Fe ITB No. 21/02/B
Bid Date: July 23, 2020 @ 2:00 p.m.

Item	Spec No.	Description	Unit	Quantity	Engineer's Estimate		Albuquerque Asphalt		TLC Plumbing & Utility		Mountain States Construction	
					Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
22	L-125	New Concrete Foundation and L-867 Base, Install Salvaged 3 Module Guidance Sign on New Base, Complete in Place	EA	1	$ 2,000.00	$ 2,000.00	$ 2,450.00	$ 2,450.00	$ 2,700.00	$ 2,700.00	$ 2,700.00	$ 2,700.00
23		Miscellaneous Vault Modifications, Complete in Place	LS	1	$ 5,000.00	$ 5,000.00	$ 5,400.00	$ 5,400.00	$ 6,000.00	$ 6,000.00	$ 7,000.00	$ 7,000.00
		Construction Staking, Complete	LS	1	$ 15,000.00	$ 15,000.00	$ 1,700.00	$ 1,700.00	$ 19,000.00	$ 19,000.00	$ 10,000.00	$ 10,000.00
				Subtotal Bid Items for Base Bid Lot 2 (1-24)		$ 337,430.00		$ 308,696.00		$ 390,375.00		$ 395,055.00
				Subtotal Bid Items for Base Bid Lot 2		$ 337,430.00		$ 308,696.00		$ 390,375.00		$ 395,055.00
				NMGRT @ 8.4375%		$ 28,470.66		$ 26,046.23		$ 32,937.89		$ 33,332.77
				Total Base Bid Lot 2 including NMGRT		$ 365,900.66		$ 334,742.23		$ 423,312.89		$ 428,387.77
				Subtotal Bid Items for Base Bid Lots 1 & 2		$ 2,421,706.50		$ 2,264,994.24		$ 2,393,162.60		$ 3,005,785.00
				NMGRT @ 8.4375%		$ 204,331.49		$ 191,108.89		$ 201,923.09		$ 253,613.11
				Total Base Bid Lots 1 & 2 including NMGRT		$ 2,626,037.99		$ 2,456,103.13		$ 2,595,085.69		$ 3,259,398.11

I hereby certify that the above figures are the same as those submitted in the Bid Proposals except for corrected items marked with an asterisk (*).

Lara E. Gutierrez, P.E. 7/27/2020

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Albuquerque Asphalt, Inc.

Procurement Title: Taxiway G Reconstruction and Alignment

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/Airport Staff Name John Dickinson

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 #'21/02/B
☑	☐	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:

John Dickinson — Airport Operations Manager — 11/16/20

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

Fran Dunaway (Nov 18, 2020 17:03 MST)

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.

ALBUASP-01 TABERNATHY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/23/2020

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 HUB International Insurance Services (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT NAME: Tina Abernathy PHONE (A/C, No, Ext): (505) 348-1832 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: tina.abernathy@hubinternational.com
INSURED Albuquerque Asphalt, Inc. PO Box 66450 Albuquerque, NM 87193	INSURER A : The Travelers Indemnity Company of America — 25666 INSURER B : Charter Oak Fire Insurance Company — 25615 INSURER C : Travelers Property Casualty Company of America — 25674 INSURER D : The Travelers Indemnity Company — 25658 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X	X	DTCO2784P502TIA20	1/1/2020	1/1/2021	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 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	810-3L128429-20-26-G	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP0K2883202026	1/1/2020	1/1/2021	EACH OCCURRENCE AGGREGATE	$ 12,000,000 $ 12,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB9J5697542026	1/1/2020	1/1/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 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)

Project Name: Santa Fe Regional Airport Taxiway G Construction
Description of Work: Asphalt Paving, Base Course, Subgrade prep, lime stabilization, striping electrical work
Location of Project: Santa Fe Regional Airport, Santa Fe, NM

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Santa Fe
P. O. Box 909
Santa Fe, NM 87504-0909

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: ALBUASP-01 TABERNATHY

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
HUB International Insurance Services (SOW)	Albuquerque Asphalt, Inc. PO Box 66450 Albuquerque, NM 87193
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Certificate Holder/Owner/Engineer are duly noted as Additional Insured in regard to General Liability and Automobile Liability.

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GB AIRPORT ABQ ASPHALT TAXIWAY GOLF RECONSTRUCTION

Final Audit Report 2020-11-19

Created:	2020-11-17
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtPe-peq7OflOfQ1u35y6Xza7kvPFqLSX

"GB AIRPORT ABQ ASPHALT TAXIWAY GOLF RECONSTRUCTION" History

Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
2020-11-17 - 9:25:00 PM GMT- IP address: 63.232.20.2

Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2020-11-17 - 9:28:32 PM GMT

Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2020-11-18 - 11:21:05 PM GMT- IP address: 104.47.64.254

Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2020-11-18 - 11:22:42 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2020-11-18 - 11:22:46 PM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2020-11-18 - 11:59:46 PM GMT- IP address: 104.47.64.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2020-11-19 - 0:03:08 AM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2020-11-19 - 0:03:08 AM GMT

City of Santa Fe New Mexico
Memorandum

Date: November 23, 2020

To: Public Works and Utilities Committee and Governing Body

Via: Regina Wheeler, Public Works Director RW

From: David A. Chapman, Grant Administrator - Writer DAC

RE: **Resolution seeking grant application submittal of grant 49 U.S.C. §5310 from FTA through New Mexico Department of Transportation (NMDOT) for $433,883.20 (City match $108,470.80). The application between the City of Santa Fe and NMDOT is for $542,354.00.**

ITEM AND ISSUE:
The City administration is seeking Governing Body approval to submit an application for $542,354.00 to the Federal Transit Administration (FTA) for §5310 funds through the New Mexico Department of Transportation Transit & Rail Division, the designated recipient of these FTA funds for the State of New Mexico. In order for the City's application to be considered, a Resolution in support of the application must be executed.

BACKGROUND AND SUMMARY:
Section 5310 provides for financial assistance for the purchase of capital equipment. The Transit Division will use this appropriation to purchase capital equipment for Transit.

ACTION REQUESTED:
Approve the Resolution and associated grant application as presented.

ATTACHMENTS:
Resolution
Fiscal Impact Report (FIR)

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-__

INTRODUCED BY:

Councilor Jamie Cassutt-Sanchez

A RESOLUTION

DECLARING THE INTENT OF THE CITY OF SANTA FE TO SUBMIT AN APPLICATION TO THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR THE FEDERAL FISCAL YEAR 2022 SECTION 5310 PROGRAM FUNDS FOR ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAM.

WHEREAS, the City of Santa Fe, New Mexico has the legal authority to apply for, receive, and administer federal funds; and

WHEREAS, the Public Works Department would like to submit an application for Federal Fiscal Year 2022 (FFY22) Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities program funds for an amount up to $360,000, as set forth by the Federal legislation, Fixing America's Surface Transportation Act (FAST Act); and

WHEREAS, the vehicle procurement named in the Section 5310 application would be an eligible project under FAST Act; and

WHEREAS, the FAST Act requires a local match of twenty percent (20%).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE, NEW MEXICO that:

1. The City of Santa Fe authorizes the City Manager to submit an application for FFY22 Section 5310 funds for an amount up to $360,000 to NMDOT on behalf of the residents of Santa Fe.

2. The City of Santa Fe authorizes the use of the ¼ cent Gross Receipts Tax dedicated to the Transit Division by Ordinance 2016-5 for the required twenty percent local match if the grant is awarded.

3. The City of Santa Fe authorizes the City Manager to enter into a Cooperative Project Agreement with the NMDOT for Section 5310 projects using these funds as set forth by FAST Act on behalf of the residents of City of Santa Fe if the grant is awarded. The City Manager is also authorized to submit additional information as may be required and act as the official representative of the City of Santa Fe for the activities related to this application.

4. The City of Santa Fe assures the NMDOT that if Section 5310 funds are awarded, sufficient funding for the local match is available, a check to the awarded vendor for the local match will be sent to NMDOT, and that any costs exceeding the award amount will be paid for by City of Santa Fe.

5. The City of Santa Fe assures the NMDOT that if awarded Section 5310 funds, sufficient funding for the operation and maintenance of the Section 5310 capital will be available for the life of the project.

6. The City of Santa Fe assures the NMDOT that the City of Santa Fe is willing and able to administer all activities associated with the proposed project.

PASSED, ADOPTED, and APPROVED this ___ day of _____, 2020.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Bills/Enhanced Mobility Funding

FIR No. 3286

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): **Enhanced Mobility Funding**

Sponsor(s): Councilor Cassutt-Sanchez

Reviewing Department(s): Public Works Department – Transit Division

Staff Completing FIR: David Chapman Date: 10/8/20 Phone: 955-6824

Reviewed by City Attorney: _____ Date: Nov 23, 2020

Reviewed by Finance Director: _____ Date: Nov 29, 2020

Summary:
The Resolution authorizes staff to submit an application for FFY22 Section 5310 funds up to an amount of $542,354 to the New Mexico Department of Transportation (NMDOT) to purchase replacement vehicles for the Santa Fe Ride program.

Departments Affected:
Public Works

Consequences of Not Enacting Legislation:
The City will not be eligible for the funds, because a Resolution in support of the application is required in order to be considered.

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

Performance and Administrative Implications:
If the City receives the grant, administration of the funds will be the responsibility of City staff.

Fiscal Implications:
Section 5310 is a Federal Transit Administration program administered by NMDOT to enhance the mobility of seniors and individuals with disabilities. Funds from this program may be used to acquire capital for the provision of transportation service to the target groups. This is an application for FFY 2022 funds, which will be available on or about October 1, 2022. There is a 20 percent local match requirement in the amount of $108,470.80, which will be funded from the ¼% GRT dedicated to the Transit Division pursuant to Ordinance 2016-5.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2023	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$542,354	$	$		NR		
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$542,354	$	$				$542,354

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

Expenditure Narrative:

All expenditures related to this request are for the purchase of the vehicles.

Revenue

Revenue Type	FYE 2023	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Grant	$422,883.20	$	$	NR	
¼% GRT	$108,470.80	$	$	NR	
Total	$542,354	$	$		

Revenue Narrative:

The availability of the funds is expected to be in October 2022. There is usually a one-year turn-around time from the time ordered to the time the buses are received.

Signature: David A. Chapman
David A. Chapman (Nov 23, 2020 17:49 MST)

Email: dachapman@santafenm.gov

Signature:
Regina Wheeler (Nov 24, 2020 15:00 MST)

Email: rawheeler@santafenm.gov

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 12/14/2020

ISSUE NO. 8F

Consideration of Resolution No. 2020-__: A Resolution Declaring the Intent of the City of Santa Fe to Submit an Application to the New Mexico Department of Transportation for the Federal Fiscal Year 2022 Section 5310 Program Funds for Enhanced Mobility of Seniors and Individuals with Disabilities Program. (Councilors Cassutt-Sanchez) (David Chapman, Grants Administrator – Writer, dachapman@santafenm.gov, 955-2010)

Committee Review:
Public Works and Utilities Committee: 12/14/20
Finance Committee: 1/4/21
Governing Body: 1/13/21

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 1/4/2021 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 01/12/21
FOR CITY COUNCIL MEETING OF 01/13/21

d) Request for Approval of Amendment No. 1 to Professional Services Agreement Item No. 18-0282 which includes a name change and a compensation increase in the amount of $110,000 for the sale of new and re-tread tires and services, through December 30, 2021 with Bill Williams Tire Center for the Environmental Services Division. (Lawrence Garcia, ESD Maintenance Manager, lmgarcia@santafenm.gov, 955-2241)

Committee	**Review:**
Public Works and Utilities Committee:	12/14/2020
Finance Committee:	01/04/2021
Governing Body: 01/13/2021	

FINANCE COMMITTEE ACTION:
Approved as consent item.

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 12/14/2020

ISSUE NO. 8G

Request for Approval of Amendment No. 1 to Professional Services Agreement Item No. 18-0282 which includes a name change and a compensation increase in the amount of $110,000 for the sale of new and re-tread tires and services, through December 30, 2021 with Bill Williams Tire Center for the Environmental Services Division. (Lawrence Garcia, ESD Maintenance Manager, lmgarcia@santafenm.gov, 955-2241)

Committee Review:
Public Works and Utilities Committee: 12/14/2020
Finance Committee: 01/04/2021
Governing Body: 01/13/2021

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 1/4/2021 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 13, 2020

TO: Governing Body
Finance Committee
Public Utilities/Public Works Committee

VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Shannon W. Jones, Public Utilities Department Director SJ
Shirlene E. Sitton, Environmental Services Division Director SS SS

FROM: Lawrence Garcia, ESD Maintenance Manager LG LG

ITEM AND ISSUE:
Request for the approval of Amendment #1 to Professional Services Agreement Item 18-0282 which includes a name change and a compensation increase in the amount of $110,000 for the sale of new and re-tread tires and services, through December 30, 2021 with Bill Williams Tire Center for the Environmental Services Division. (Lawrence Garcia, ESD Maintenance Manager, lmgarcia@santafenm.gov, (505) 955-2241)

BACKGROUND AND SUMMARY:
The Environmental Services Division (ESD) is currently utilizing re-tread tires on the rear axles of the refuse and recycling collection vehicles. The cost of the retread tires is approximately two-thirds of the cost of new tires, and by utilizing re-treads we reduce the overall cost of tire replacement.

Within FY/20, ESD purchased tires from two different vendors: Purcell Tire Company, Munis vendor #1818; and Bill Williams Tire Center, Munis vendor #558212. Within FY/20, ESD purchased retread tires in the amount of $59,439 from Purcell Tire Company; and purchased re-tread tires in the amount of $40,304 from Bill Williams Tire Center; for a combined total actual yearly expenditure of $99,743.

Purcell's four-year contract, Munis contract #3200801, expires in September 2020, and the compensation amount has been met.

ESD has an active contract with Bill Williams Tire Center, Munis contract #3200173, for a four-year total amount of $142,000, expiring on December 30, 2021 (within FY/22). Within FY/21, the Bill Williams contract has a remaining compensation amount of $40,500, and no remaining compensation for FY/22. ESD is requesting a contractual compensation increase for FY/21 in the amount of $60,000; and for FY/22 in the amount of $50,000; for a total contractual compensation increase of $110,000. This will bring the FY/21 compensation amount to $100,500, which is very close to the amount spent on re-tread tires in FY/20; and the FY/22 amount to half of year's expected expenditure. These changes bring the total four-year contractual compensation amount with Bill Williams Tire Center to $252,000 specified in Amendment #1.

PROCUREMENT METHOD:
On August 28, 2017, ESD requested multiple award RFB 18/2/B, for Supplies, Parts, Towing and Services. The City of Santa Fe entered into the Professional Services Agreement, Item number 18-0287, Munis contract #3200173, for the sale of new and re-tread tires, including services. The contract was approved on February 28, 2018.

CONTRACT NUMBER:
The FY21/22 Munis contract number is 3200173.

FUNDING SOURCE:
Funding is available in the FY/21 budget for the requested change.
The funding source is the ESD Operating Budget/Fund 510

- Commercial Collections / 5100332
- Recycling Collections/5100334
- Residential Collections/5100335

Object 530900 (Tires)

ACTION REQUESTED:
Public Utilities Department/Environmental Services Division respectfully requests your review and approval.

Attachments: Professional Service Agreement Item 18-0287
Amendment #1 (Approved as to form)
Name change notification dated 4/28/2020
City of Santa Fe Business Registration
Current Certificate of insurance
Executed procurement checklist
Summary of Contract

Item #_____
Munis Contract #3200173

CITY OF SANTA FE
AMENDMENT No.1 TO
PROFESSIONAL SERVICE AGREEMENT
ITEM #18-0287

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICE AGREEMENT, dated February 28, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Broadway Motors dba Bill Williams Tire Center (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. On April, 28, 2020 Bill Williams Tire Center provided notification of a change of ownership based on an Acquisition, the new owner will be Broadway Motors, dba Bill Williams Tire Center.

B. Under the terms of the Agreement, Contractor has agreed to provide the supplies, tires or service on heavy equipment, heavy trucks, light automotive and light trucks, all pricing is marked as Exhibit "A-1" and incorporated herein.

1. NAME CHANGE

The Contractor, Bill Williams Tire Center, is now known as Broadway Motors dba Bill Williams Tire Center.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one hundred ten thousand dollars ($110,000) so that Article 3, paragraph A reeds in its

entirety as follows:

A. The City shall pay the Contractor in full payment for services rendered, a total amount of two hundred fifty two thousand dollars ($252,000) plus applicable gross receipts taxes for the sale of new and retread tires as described in Exhibit "A-1" attached hereto and incorporated herein. It is understood that no guarantee or warranty is made or implied by the City, his/her designee or the user that any order for any definite quantity will be issued under this Professional Service Agreement. The Contractor is required to accept the order and furnish the items in accordance with Exhibit "A-1" attached and incorporated herein.

3. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

_____
ALAN M. WEBBER, MAYOR

DATE:_____

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

CONTRACTOR:
Broadway Motors dba Bill Williams Tire Center

_____
BRIAN B. LATIMORE, MANAGER

DATE: 9/15/2020

CRS #02-058683-00-3

Registration # 227022

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Sep 17, 2020 16:44 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR
Commercial Collections 5100332
Recycling Collections 5100334
Residential Collections 5100335
Object 530900 (Tires)

AL
AL

Exhibit A-1

Consist of Three Pages

And 62 Supplemental Pages Including:

1. New Tires and Retread Tires
2. Continental Tire the Americas LLC.
   State of new Mexico Contract Number
   90_000_19_00049AC
3. Bridgestone and Firestone:
   State of New Mexico per Contract
   90_000_19_00049AB

NEW TIRES

STEERS

11R22.5	General RA	$	295.00
11R22.5	Route Control S	$	345.00
315/80R22.5	Roadmaster RM230	$	485.00
315/80R22.5	BFG ST230	$	468.00
315/80R22.5	Michelin XZUS2	$	656.00

RETREAD TIRES

11R22.5	Waste Hauler Lug	$	165.00
11R24.5	Waste Hauler Lug	$	185.00
315/80R22.5	Waste Hauler Lug	$	215.00
315/80R22.5	Waste Hauler Rib	$	205.00

11R22.5	Casing	$	75.00
11R24.5	Casing	$	75.00
315/80R22.5	Casing	$	85.00

Section Repair	Section	$	35.00
Bead Repair	No Charge	N/C	
Nail Repair	No Charge	N/C	

GSD/PD (Rev. 3/17/14)

State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor
0000063330
Continental Tire The Americas LLC
1830 MacMilan Park Drive
Fort Mill, SC 29707

Telephone No. (704) 587-6589

Price Agreement Number: **90-000-19-00049AC**

Payment Terms: **See Contract**

F.O.B.: **See Contract**

Delivery: **See Contract**

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested

Procurement Specialist: Vanessa LeBlanc

Telephone No.: (505) 827-0266

Email: Vanessa.LeBlanc@state.nm.us

Title: **Tires, Tubes and Services**

Term: **August 16, 2019 through March 31, 2024**

This Price Agreement is made subject to the "terms and conditions" shown on the attached Participating Addendum

Also add Approved Dealer and attached Dealer Agreement to the Statewide Price Agreement:
000116027
Broadway Motors DBA Bill Williams Tire
4300 Rankin Lane NE
Albuquerque, NM 87106
(505) 345-7242

BRIDGESTONE

Bridgestone Americas Tire Operations, LLC
200 4th Ave S
Nashville, TN 37201

March 31, 2020

RE: State of New Mexico

This memo serves as your approval to sell Bridgestone and Firestone tires per the following to agencies within **State of New Mexico** as per **contract NASPO_MA_19102_90_000_19_00049AB** effective **4/1/2020 – 3/31/2021**. This approval applies only to the Bridgestone and Firestone products that you are authorized to purchase. Products are subject to availability and may be introduced or discontinued at any time without prior notice.

REQUIREMENTS

State of New Mexico requires that all dealers complete the following forms in order to sell:

- Dealer Agreement Required
  - These can be found on www.batogovtires.com under contract documents.
- Purchase Order
  - Purchase Orders sent from State Agency to Dealer

BILLING

Billing to be completed by Dealer at the time of delivery on Dealer books, processed using price book *7026*.

- Credit and commission will be issued after submission (DR, TST, BFEntirenet)
- Must be submitted within 30 days
- Any questions or claims should be submitted to billingservices@bfusa.com

PRICING

- Contract pricing is available at www.batogovtires.com
- Tires and tire related services have been negotiated on the contract
- Any services listed as "LPA" and any service not listed will be billed as applies.
- Bridgestone and Firestone brand tires must be purchased to complete billing
- Only Bridgestone and Firestone tires apply to this program-no minor brand

Gregg Trosper

Gregg Trosper
Manager - Government, Military Sales & Operations
Consumer Tire Division
Bridgestone Americas, Inc.

Bill Williams Tire Center

4/28/2020

To who it may concern:

Bill Williams Tire Center is a DBA of Broadway Motor Company. Our legal business is as follows:

Broadway Motors
DBA Bill Williams Tire
4300 Rankin Lane NE
Albuquerque, NM 87107
(505) 345-7242
www.billwilliamstire.com

If you have any questions or need clarification please contact our offices.

Thanks for the opportunity.

Brian Latimore
Bill Williams Tire Center
Regional Manager
(505) 975-9751

2020 09 17 Amendment#1 Broadway dba BIII Williams

Final Audit Report 2020-09-17

Created:	2020-09-17
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAvd1caq8q8wCFy3b5h0cXXWW6HYM0gC6

"2020 09 17 Amendment#1 Broadway dba BIII Williams" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-09-17 - 10:39:53 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-09-17 - 10:40:15 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-09-17 - 10:44:10 PM GMT- IP address: 174.56.49.116

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-09-17 - 10:44:23 PM GMT - Time Source: server- IP address: 174.56.49.116

Agreement completed.
2020-09-17 - 10:44:23 PM GMT

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: BILL WILLIAMS TIRE CENTER
DBA: BILL WILLIAMS TIRE CENTER

Business Location: SF COUNTY
SANTA FE, NM 87501

Owner: BRIAN LATIMORE

License Number: 227022

Issued Date: March 27, 2020

Expiration Date: December 31, 2020

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: $10.00

BILL WILLIAMS TIRE CENTER
PO BOX 1772
MIDLAND, TX 79702

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/25/2020

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

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

PRODUCER	CONTACT NAME: Susan Sandel	
Capstone Strategies LLC 1002 W. Wall Street Midland TX 79701	PHONE (A/C, No, Ext): (432) 620-8883	FAX (A/C, No): (888) 765-1312
	E-MAIL ADDRESS: ssandel@capstonelp.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federated Mutual Insurance Company	13935
INSURER B : Texas Mutual Insurance Company	22945
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: Broadway Motors Inc, Bill Williams Tire Center, PO Box 1772, Midland TX 79702

COVERAGES **CERTIFICATE NUMBER:** 20-21 Master Cert **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			9272554	03/01/2020	03/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ $ 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			9272554	03/01/2020	03/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			9272556	03/01/2020	03/01/2021	EACH OCCURRENCE AGGREGATE [ ]	$ 6,000,000 $ 6,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0001139639	03/01/2020	03/01/2021	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Garage Keepers			9272554	03/01/2020	03/01/2021	Limit Deductible	$900,000 $1,000

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

Blanket waiver of subrogation on General Liability, Auto Liability, and Work Comp policies as required by written contract with respect to work performed by the named insured (s). Blanket additional insured on General Liability and Auto Liability policies as required by written contract with respect to work performed by the named insured (s).

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Ave
Santa Fe NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

R. Bill

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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 Broadway Motor Company dba Bill Williams Tire Center

3 Complete information requested ☐ Plus GRT ☑ Inclusive of GRT

Original Contract Amount: $142,000.00

Termination Date: December 30, 2021

☑ Approved by Council Date: February 28, 2018

☐ or by City Manager Date:

Contract is for: Retread Tires, Including supplies, tires or Services repair or replace

---

Amendment # 1 to the Original Contract# 18-0287

Increase/(Decrease) Amount $ $110.00

Extend Termination Date to: December 30, 2021

☑ Approved by Council TBD

☐ 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 $ 142,000.00 of original Contract# 18-0287 Termination Date: 12/30/2021
Reason:

Amount $ 110,000.00 amendment # 1 Termination Date: 12/30/2021
Reason:

Amount $ amendment # Termination Date:
Reason:

Amount $ amendment # Termination Date:
Reason:

Total of Original Contract plus all amendments: $ $252,000.00

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

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

RFP# _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other RFB 18/2/B Date: 8/29/2017

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

Fran Dunaway 9/23/20
Fran Dunaway (Sep 23, 2020 11:45 MDT)

Purchasing Officer Review

Comments or Exceptions: 3 year of a 4 year contracct issued from an RFP

7 **Funding Source:** 5100332, 5100334, and 5100335 **BU/Line Item:** 530900 Tires

Alexis Lotero
Alexis Lotero (Sep 23, 2020 09:17 MDT)

Budget Officer Approval

Comments or Exceptions: Per Lawrence Garcia: The increase was for 60k in F/Y21 and 50k in F/Y22.

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:** Lawrence Garcia, ESD Maintenance Manager

Phone # 505-955-2241

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 # 18-0287

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 RFB PROCUREMENT CHECKLIST

Contractor Name: Bill Williams Tire Center

Procurement Title: Supplies, Parts or Services

Solicitation RFB#: 18-2-B

Department Requesting/Staff Member Lawrence Garcia, ESD Maintenance Manager

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Departments Recommendation of Award Memo addressed to Finance
☐	☒	Bid Tab
☐	☒	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: _____

Lawrence Garcia, ESD Maintenance Manager
Department Rep Printed Name and Title

Department Rep Signature attesting that all information included

Fran Dunaway 9/23/20
Fran Dunaway (Sep 23, 2020 11:45 MDT)

Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR BID FILE*

YES	N/A	
☐	☒	Final Bid Document
☐	☒	Final RFQ
☐	☒	Copy of legal solicitation published in the newspaper, website, etc.
☐	☒	All addendums
☐	☒	Plan holders list
☐	☒	Complete evaluation score sheets
☐	☒	Copies of all RFQ submittals
☐	☒	Copies of all bid submittals
☐	☒	Bid Tab

*

☐	☒	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 Bidders/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc.
☐	☒	Reference Reviews/Reference Check Questionnaires
☐	☒	Individual evaluations included for each RFP.
☐	☒	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 bid (this is a copy that has all confidential/proprietary information excluded)
☐	☒	Contract Award Notice
☐	☒	Email or notification sent to all Bidders/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 bidder(s)/offeror(s))
		Contractor –Conflicts of Interest
☐	☒	Purchasing Office Letter or e-mail to designated individual regarding potential conflict
☐	☒	Conflict of Interest Form signed by all parties
☐	☒	Letter from Procurement Office regarding the potential conflict
		Subcontractor Disclosures
☐	☒	Disclosures & Conflicts of Interest form of Subcontractor(s)
		Subcontractor –Conflicts of Interest
☐	☒	Purchasing Officer Letter or email to designated individual regarding potential conflict
☐	☒	Conflict of Interest form signed by all parties
☐	☒	Letter from Legal Office regarding the potential conflict
☐	☒	Other: _____

CONTRACT*

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

MISCELLANEOUS FILE*

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

*

☐ ☒ Other: _____

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

PROTEST (If applicable)*

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

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

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

Lawrence Garcia, ESD Maintenance Manager
Department Rep Printed Name and Title

Department Rep Signature attesting that all information included

*

CITY OF SANTA FE ITEM # 18-0287

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Bill Williams Tire Center (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following:

A. Provide supplies, tires or services to repair or replace tires on heavy equipment, heavy trucks, light automotive and light trucks as requested. All pricing is marked as Exhibit "A" and incorporated as part of this agreement.

B. Contractor shall provide services on brands/types of equipment and trucks they service including supplies, tires or services described in Exhibit "A" attached hereto and incorporated herein.

C. Tires and supplies must be new and conform to the original manufacturer's specifications, unless otherwise approved by the user. Any tires removed are the property of the City and shall be returned after each service or upon user request.

D. All invoices shall have the following referenced within the invoice including but not limited to; unit number, Make/Model, vehicle millage and hours. Labor hours, total cost of labor, tires/supplies with description and cost. All service cost must be included within the pricing and marked as Exhibit "A" and incorporated as part of this agreement.

E. All tires and supplies shall have a Manufacturer's standard warranty

or Manufacturer's standard warranty on services, including travel cost associated therewith on a service call backs.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel, experience, and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum of one hundred forty two thousand dollars ($142,000) plus applicable gross receipts taxes as described in Exhibit "A" attached hereto and incorporated herein. It is understood that no guarantee or warranty is made or implied by the City, his/her designee or the user that any order for any definite quantity will be issued under this Professional Service Agreement. The Contractor is required to accept the order and furnish the items in accordance with Exhibit "A" attached and incorporated herein

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on December 30, 2021 unless terminated sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City and the Contractor upon 60 days written notice to either the Contractor or the City.

(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, therefore the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form

and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

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

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the

laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or

any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
Lawrence Garcia
Environmental Services Division
1142 Siler Road
Santa Fe, NM 87507

Contractor:
Bill Williams Tire Center
Brian B. Latimore
4300 Rankin Ln. NE
Albuquerque, NM 87107

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: 2/28/18

CONTRACTOR:

see attached
BRIAN B. LATIMORE MANAGER

DATE:
CRS# 02-058683-00-3
City of Santa Fe Business
Registration # 17-00132772

ATTEST:

YOLANDA Y. VIGIL,
CITY CLER
CC Mtg 2/28/18

any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
Lawrence Garcia
Environmental Services Division
1142 Siler Road
Santa Fe, NM 87507

Contractor:
Bill Williams Tire Center
Brian B. Latimore
4300 Rankin Ln. NE
Albuquerque, NM 87107

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

_____
ALAN M. WEBBER, MAYOR

DATE:_____

ATTEST:

_____
YOLANDA Y. VIGIL,
CITY CLER

CONTRACTOR:

_____
BRIAN B. LATIMORE MANAGER

DATE: 3/20/18
CRS# 02-058683-00-3
City of Santa Fe Business
Registration # 17-00132772

APPROVED AS TO FORM:

11/2/18
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

11/4/18
ADAM K. JOHNSON, FINANCE DIRECTOR

Business Units 52251,52254,52255,52262, 52265, 52455 and 12117
Line Items 530900 and 520400

Signature: Lawrence Garcia
Lawrence Garcia (Sep 21, 2020 15:31 MDT)

Email: lmgarcia@santafenm.gov

Signature: Shirlene Sitton
Shirlene Sitton (Sep 21, 2020 15:54 MDT)

Email: sesitton@santafenm.gov

Signature:
Shannon Jones (Sep 21, 2020 15:59 MDT)

Email: swjones@santafenm.gov

Bill Williams Tire Center_

Final Audit Report 2020-09-21

Created:	2020-09-21
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMjLAGHLTUJu6WI6Xa76A0QBEXBIguj3s

"Bill Williams Tire Center_" History

Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
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Agreement completed.
2020-09-21 - 9:59:35 PM GMT

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 01/12/21
FOR CITY COUNCIL MEETING OF 01/13/21

e) Request for Approval of 2020 Emergency Management Performance Grant in the Total Amount of $175,160 for Salary and Benefits. New Mexico Department of Homeland Security and Emergency Management. (Kyle Mason, Emergency Management Director: kamason@santafenm.gov | 505-955-6704)

COMMITTEE	**REVIEW:**
Quality of Life Committee:	12/2/20
Finance Committee:	1/4/21
Governing Body:	2/1/21

FINANCE COMMITTEE ACTION:
Approved as discussion item.

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 12/02/2020
FOR CITY COUNCIL MEETING OF 2/1/2021

ISSUE:

Request for Approval of 2020 Emergency Management Performance Grant in the Total Amount of $175,160 for Salary and Benefits. New Mexico Department of Homeland Security and Emergency Management. (Kyle Mason, Emergency Management Director: kamason@santafenm.gov | 505-955-6704)

COMMITTEE REVIEW:
Quality of Life Committee: 12/2/20
Finance Committee: 1/4/21
Governing Body: 2/1/21

QUALITY OF LIFE COMMITTEE ACTION: Approved on Discussion agenda. Councilor Villarreal moved this item from the consent agenda to the discussion agenda.

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Finance 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

memo

Date: August 31, 2020

To: Quality of Life Committee

Finance Committee

Jarel LaPan Hill, City Manager

City Council

From: Kyle Mason, Emergency Management Director KM

Subject: 2020 Emergency Management Performance Grant Acceptance

Summary:

Attached is the 2020 Emergency Management Performance Grant (EMPG) Program sub-grant agreement covering the period between July 1, 2020 and June 30, 2021. The Budget Adjustment Request is also attached. This sub-grant covers up to $87,580 for a new City of Santa Fe Emergency Management Coordinator position, with the City providing an equal match of this match from the payment of the Emergency Management Director's regular salary. This new position's salary and benefits would be reimbursed by the New Mexico Department of Homeland Security and Emergency Management on a quarterly bases.

Background:

The City of Santa Fe applied for this reimbursable Federal Preparedness Grant through the United States Department of Homeland Security and the Federal Emergency Management Agency, and administered by the New Mexico Department of Homeland Security and Emergency Management (NM DHSEM) to fund the City's Emergency Management Specialist Position. This grant previously funded the Emergency Management Director from 2008 through 2018 when it was converted to a city funded position. In 2018 this grant funded renovations of a facility at Midtown to act as the City's Emergency Operations Center.

The Emergency Management Director is responsible for ensuring the conditions of this grant are met, including providing and receiving required training, conducting emergency response exercises, and developing and maintaining appropriate emergency management plans for the City.

Recommended Action:

Request for Acceptance of the 2020 Emergency Management Performance sub-grant agreement in the Total Amount of $175,160.

If you have any questions, please do not hesitate to contact me at kamason@santafenm.gov, 505-955-6704.

State of New Mexico

DEPARTMENT OF HOMELAND SECURITY & EMERGENCY MANAGEMENT

P.O. Box 27111

Santa Fe, NM 87502

SUB-RECIPIENT GRANT AGREEMENT

2020 Emergency Management Performance Grant (EMPG)

2020 Federal Grant No.: EMT-2020-EP-00005-S01 CFDA No.: 97.042

1. SUB-GRANT NO.	2. SUB-RECIPIENT NAME	3. FIDUCIARY NAME
EMT-2020-EP-00005-S01 Santa Fe, City of	Santa Fe, City of	Santa Fe, City of

4. SUPPLIER ID	5. EIN NUMBER	6. DUNS NUMBER	7. CAGE CODE
54360	85-6000168	069420818	4C987

8. SUB- RECIPIENT PHYSICAL ADDRESS	9. SUB-RECIPIENT REMIT ADDRESS
200 Lincoln Avenue Santa Fe, NM 87501	200 Lincoln Avenue Santa Fe, NM 87501

10. DHSEM CONTACT NAME:	11.	
Victoria Romero	CONTACT EMAIL ADDRESS:	DHSEM.Grants@state.nm.us

12a. PERFORMANCE PERIOD START DATE	July 1, 2020	12b. PERFORMANCE PERIOD END DATE	June 30, 2021

13a. EMPG FEDERAL AWARD	13b. EMPG LOCAL MATCH
$87,580.00	$87,580.00

	14a. NAME OF PROJECT AWARD	14b. AMOUNT AWARDED
1	Salary & Benefits	$ 87,580.00
2		$
3		$
4		$
	TOTAL FEDERAL AMOUNT AWARDED	$ 87,580.00

15. RECITALS, GRANT REQUIREMENTS, ASSURANCES AND AGREEMENTS

RECITALS

WHEREAS, the New Mexico Department of Homeland Security and Emergency Management (DHSEM) has been designated by the United States Department of Homeland Security (DHS) to serve as grantee, and is thereby authorized to issue this agreement to the applicant, sub-recipient, and sub-grantee, **Santa Fe, City of** .

WHEREAS, funding has been obligated from the United States Department of Homeland Security (DHS) pursuant to a request by the applicant, sub-recipient, and sub-grantee, **Santa Fe, City of.**
NOW, THEREFORE it is mutually understood and agreed between the grantee, DHSEM, and sub-grantee, **Santa Fe, City of** as follows:

ARTICLE 1: CONTRACT DOCUMENTS

The following additional sub-grant agreement documents are fully incorporated into this agreement and thereby constitute additional terms and conditions of this agreement:

This Agreement:

- Attachment I Required Reimbursement Checklist
- 2020 Emergency Performance Grant Program Application
- 2020 Emergency Performance Grant Program Guidelines
- 2020 Emergency Performance Grant Work Plan
- 2020 Emergency Performance Grant Program Notice of Funding Opportunity (DHS-18-GPD-042-06-01)

ARTICLE 2: SCOPE OF WORK

As authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (the Stafford Act), as amended (42 U.S.C Sections 5121 et. seq.), and Section 662 of the Post Katrina Emergency Reform Act of 2006, as amended (6 U.S.C. Section 762), **Santa Fe, City of** shall use EMPG funds to assist in preparing for all-hazards. Specifically, these funds shall be utilized by **Santa Fe, City of** to pay salary and benefits for the designated and approved staff previously identified in the EMPG grant application, and approved by the DHSEM Secretary. **Santa Fe, City of** shall match the Federal Award of **$87,580.00**, with a local jurisdictional amount of **$87,580.00,** for a total project cost of **$175,160.00.** All work performed pursuant to this agreement must comply with the approved EMPG work plan. All work must be completed within the performance period, between **July 1, 2020** and **June 30, 2021**. **Santa Fe, City of** shall not sub-grant any part of this award to any other entity or organization. Within the first reporting quarter, all awards require confirmation that expenditures in the budget category toward this project will be made. If not, DHSEM may execute a de-obligation of Federal funds, without recourse by **Santa Fe, City of**.

ARTICLE 3: PROJECT IMPLEMENTATION

Approved projects must commence within the first reporting quarter. If a project cannot commence and be operational within the first reporting quarter of the approved award date, the sub–grantee must submit a written statement to DHSEM, signed by the sub-recipient signatory officials, justifying the delay in implementation, the expected starting date, and a formal request to extend the project start date past the first reporting quarter. At the sole discretion of DHSEM, the grant award is subject to cancellation and funds may be de–obligated and reallocated to other projects.

ARTICLE 4: REPORTING REQUIREMENTS

The sub recipient, **Santa Fe, City of** shall submit timely quarterly Financial Progress Reports and a quarterly Performance Progress Report to the DHSEM Grant Specialist. Use of outdated forms will not be accepted. All Quarterly reports are due: October 30, January 30, April 30, and July 30 within the period of performance beginning after the conclusion of the first quarter of grant activity. Requests for payment will be processed if both quarterly reports are received timely. Final reports are due 15 days after the end of Period of Performance. The Final Narrative Report will suffice as the Final Performance Progress Report.

The applicant must immediately report in writing to the DHSEM Grant Specialist any alleged acts or allegations of fraud or misappropriation of funds for work authorized under this Sub-Grant Agreement. This requirement extends further to an obligation by the sub-recipient to report any legal action, lawsuit, bankruptcy, or other action that may jeopardize the successful completion of any authorized project.

ARTICLE 5: REIMBURSEMENTS

Submission of a request for reimbursement must be accompanied by both the Quarterly Financial Progress and Performance Progress reports. Reimbursement shall be based upon authorized and allowable expenditures consistent with the project narrative, grant guidelines, and the submission of timely Financial and Performance Progress Reports. Payments may be withheld by DHSEM pending correction of deficiencies. Reimbursement of expenditures shall be requested at least ***monthly*** for expenditures within the performance period. Expenditures must be supported with source documentation (e.g. copies of proof of payment, invoices, receipts, timesheets with name/wage/hours, cost allocation, warrants, etc.). Grant staff will not process reimbursement if quarterly performance and fiscal reports are not submitted.

CONTRACTS: ***All contracts must be submitted for DHSEM review prior to implementation.***
LOCAL MATCH: Local matching funds must clearly support the source, the amount, and the timing of all matching contributions.
EQUIPMENT: Allowable equipment categories are listed on the web-based Authorized Equipment List (AEL). Screenshots of the AEL number and description are required to be submitted along with the Request for Approval.
TRAVEL: All reimbursable travel must be pre-approved by DHSEM 30 days prior to travel date.
PER DIEM: Reimbursements for local jurisdictions cannot exceed the rates of the New Mexico Mileage and Per Diem Act.
TRAINING: Requires DHSEM pre–approval 30 days prior to registering or participating in training opportunities.
EXERCISE: Requires submission of an After–Action Report/Improvement Plan within 60 days after conduct of exercise.
FOOD AND BEVERAGES: Per National Preparedness Directorate (NPD) allowances, food and/or beverage expenses provided by recipients are allowable costs if:

- The food and/or beverages are provided to participants at training sessions, meetings, or conferences that are allowable activities under the NPD program guidelines; and
- Expenses incurred for food and/or beverages, and provided at training sessions, meetings, or conferences, satisfy the following tests:
    - The cost of the food and/or beverages provided is considered to be reasonable;

- The food and/or beverages provided are subject of a work-related event and work continues after meals are served;
- Participation by all participants is mandatory; and
- The food and/or beverages provided are not related directly to amusement and/or social event. (Any event where alcohol is being served is considered a social event; therefore, costs associated with the event are not allowed).

NON-REIMBURSABLE EXPENSES:

- Training and related travel costs not pre-approved by DHSEM.
- Construction and renovation.
- Indirect costs
- Supplanting (using federal funds to purchase items previously budgeted for with state or local funds).
- Maintenance and/or wear and tear costs of general use vehicles and emergency response apparatus.
- Equipment purchased for an exercise cannot be used for permanent installation and/or beyond the scope of an exercise.
- Weapons and ammunition.
- Entertainment and sporting events
- Personal items such as laundry, personal hygiene items, magazines, in-room movies, personal travel, personal phone calls.
- Travel insurance, visa, and passport charges.
- Lodging costs in excess of State per diem, as appropriate.
- Food reimbursement when travel does not exceed 24 hours.
- Alcoholic beverages.
- Late fees, or interest charges.
- Lobbying, political contributions, legislative liaison activities.
- Organized fund–raising, including salaries of persons while engaged in these activities.
- Land acquisition.
- Expenditures not supported with appropriate documentation when submitted for reimbursement. Only properly documented expenditures will be processed for payment. Unsupported expenditures will be returned to the jurisdiction for resubmission.
- Non-Personnel expenses not pre-approved by DHSEM via Request for Approval.

ARTICLE 6: PERFORMANCE MEASURES

Quarterly Progress Reports shall demonstrate performance and progress relative to acceptable performance on applicable critical tasks in Exercises using approved scenarios:

- Progress in achieving project timelines and milestones.
- Percent measurable progress toward completion of project.
- How funds have been expended during reporting period, and explaining expenditures related to the project.

ARTICLE 7: SUB-RECIPIENT MONITORING POLICY

Periodic monitoring is required to ensure that program goals, objectives, timelines, budgets and other related program criteria are being met. DHSEM reserves the right to periodically monitor, review, and conduct analysis of financial, programmatic, and administrative policies, procedures, and practices. This monitoring may include review of accounting for receipts and expenditures, cash management, maintaining adequate financial records, means of allocating and tracking costs, contracting, procurement, records management, payroll, means of allocating staff costs, property and equipment management system, progress of project activities, etc.. Monitoring may include desk and field audits. Technical assistance is available from DHSEM staff.

ARTICLE 8: PROCUREMENT

When procuring property and services under this agreement, the sub-recipient will follow 2 CFR 200.318 through 2 CFR 200.326 and Appendix II. The sub-recipient must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in 2 CFR 200. As such, the sub-recipient must use one of the methods of procurement identified in 2 CFR 200.320.

Contractors that develop or draft specifications, requirements, Statements of Work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Local bidder's preference is not allowed for federally funded procurements. Procurement transactions shall be conducted to provide maximum open and free competition.

ARTICLE 9: CONTRACTS

Any contract entered into during this grant period shall comply with local, State and Federal government contracting regulations. Contracts for professional and consultant services must include local, State and Federal government required contract language, a project budget, and require pre-approval by DHSEM prior to implementation. Contract deliverables must meet the intent of the grant application and grant requirements. Justification is required for compensation for individual consultant services, which must be reasonable and consistent with the amount paid for similar services in the market place. Detailed invoices and time and effort reports are required for consultants.

ARTICLE 10: AUDIT REQUIREMENTS

As the Federal grant recipient, the State of New Mexico requires a sub–recipient expending $750,000.00 or more in Federal funds in the organization's fiscal year to conduct an organization–wide audit in accordance with 2 CFR 500 Subpart F. **Santa Fe, City of** will permit the State of New Mexico Grant and Program officials and auditors to have access to the sub-recipient's and third-party contractors' records and financial statements as necessary for the State of New Mexico to comply with 2 CFR 500 Subpart F. Copies of audit findings must be submitted to DHSEM within 30 days after **Santa Fe, City of** receives its audit report, or within a 9–month period of the grant closeout date, whichever is earlier, in accordance with 2 AAC 45.010. Include the Federal agency name, program, grant number, and year; the CFDA title and number; and the name of the pass-through agency.

ARTICLE 11: PROPERTY AND EQUIPMENT MANGEMENT

The sub-recipient will follow the property standards articulated in 2 CFR 200.310 through 2 CFR 200.326. The sub-recipient shall maintain an effective property management system; safeguards to prevent loss, damage or theft; maintenance procedures to keep equipment in good condition; and disposition procedures. A Property Inventory Report shall be submitted to DHSEM annually each January 30 with the Financial Progress Report during the performance period, and continued submission is required annually until final disposition of the equipment. The sub-recipient shall, when practical, prominently display the following on any equipment purchased with award funds: Purchased with funds provided by the U.S. Department of Homeland Security. No equipment purchased with these grant funds may be assigned to other entities or organizations without the expressed approval in writing from DHSEM, prior to the jurisdiction's encumbrance or expenditure for that equipment.

ARTICLE 12: NEPA/EHP COMPLIANCE

The sub-recipient must provide information to DHSEM to assist with the legally-required environmental planning and historic preservation (EHP) review and to ensure compliance with the applicable EHP laws and Executive Orders (EO). These EHP requirements include but are not limited to National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, E 11988 Floodplain Management, EO 11990 Protection of Wetlands, and EO 12898 Environmental Justice. The recipient must comply with all Federal, State and Local EHP requirements and obtain applicable permits and clearances.

Recipients shall not undertake any activity from the project that would result in ground disturbance, facility modification, or relates to the use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings that are 50 years old or older, and exercises. Recipient must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. An EHP Screening Form will not need to be provided for those exercises that are planned to take place at previously approved facilities, such as, fire and police academies, search and rescue training facilities, and explosive testing centers. Any type of exercise that requires any type of land, water, or vegetation disturbance or building of temporary structures must undergo an EHP review.

Any change to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Initiation of these activities prior to completion of FEMA's EHP review will result in a non-compliance finding and may result in ineligibility of grant funding.

ARTICLE 13: PUBLICATIONS

Publications created with funding under this grant shall prominently contain the following statement: This Document was prepared under a sub-grant from the U.S. Department of Homeland Security, and the New Mexico Department of Homeland Security and Emergency Management. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security or the State of New Mexico.

ARTICLE 14: RECORDKEEPING

The sub-recipient will follow the record retention and access standards articulated in 2 CFR 200.333 through 2 CFR 200.337. The grant financial and administrative records shall be maintained for a period of three (3) years following the date of the closure of the grant award, or audit if required. Time and effort, personnel and payroll records for all individuals reimbursed under the award must be maintained. Property and equipment records shall be maintained for a period of three (3) years following the final disposition, replacement or transfer of the property and equipment.

ARTICLE 15: CHANGES TO AWARD

All change requests must be submitted either in writing or electronically to the designated DHSEM Grant Specialist for review and possible approval. All change requests must be accompanied by a justification narrative and a budget and spending plan. All change requests must be consistent with the scope of the project and grant guidelines. Change requests will be considered only if reporting requirements are current, and all other terms and conditions of this agreement have otherwise been met at the time the request. If approved by DHSEM, changes in the programmatic activities, purpose of the project, key personnel specified on the grant award, contractual services for activities central to the purposes of the award, requests for additional funding, change in project site, or release of special conditions, will result in an amendment to this award.

ARTICLE 16: OTHER GENERAL PROVISIONS

- The performance period for this grant award is **July 1, 2020** through **June 30, 2021**. Further, all personnel related grant activity must be completed between **July 1, 2020** and **June 30, 2021**. Funds may not be obligated outside of these time periods. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits. **All obligated and encumbered funds must be liquidated within 15 days of the end of the performance period when the Final Progress and Financial Reports are due.**

- The 2020 SAFECOM *Guidance*, in coordination with stakeholders and Federal partners, and the 2014 National Emergency Communications Plan, targets funding priorities to address:

    - Priority 1: Governance and Leadership
    - Priority 2: Statewide Planning and Procedures for Emergency Communications
    - Priority 3: Emergency Communications Training and Exercises
    - Priority 4: Activities that Enhance Operational Coordination
    - Priority 5: Standards-Based Technology and Equipment

- Deployable / Shareable Assets - All assets supported in part or entirely with FY 2020 EMPG funding must be readily deployable to support emergency or disaster operations per existing Intrastate Mutual Aid System, (IMAS) and/or Emergency Management Assistance Compact (EMAC) and other mutual aid agreements.

- All assets supported in part or entirely with FY2020 EMPG funding that may not be physically deployable but support national response capabilities, such as interoperable communications

systems and equipment, is considered shareable assets. Access to and use of these assets must be made readily available upon the request of the New Mexico Department of Homeland Security and Emergency Management.

- The sub-recipient shall comply with the requirements and restrictions of the DHS Federal NOFO and the FY2020 State Emergency Performance Grant Program Guidance, State Guidelines. By signing this obligating award document, the sub-recipient certifies it has read, understood and accepted these documents as binding.

- The signatures of the signatory officials on this award certifies that all financial expenditures, including all supporting documentation submitted for reimbursement, have been incurred by the jurisdiction, and are eligible and allowable expenditures consistent with the grant guidelines for this project. The sub-recipient shall follow the financial management requirements imposed on them by DHSEM, which includes the requirements of U.S. Department of Homeland Security.

- The signature of the signatory officials on this award attests to **Santa Fe, City of** understanding, acceptance, and compliance with Lobbying; Debarment, Suspension and other responsibility matters; Drug-free Workplace; Conflict of Interest, and Non-Supplanting certifications. Federal funds will not be used to supplant State or local funds. Federal funds must be used to supplement existing funds to augment program activities, and not replace those funds which have been appropriated in the budget for the same purpose. Potential supplanting may be the subject of application and pre-award, post-award monitoring, and audit.

- **Santa Fe, City of** shall ensure the accounting system used allows for separation of fund sources. These grant funds cannot be commingled with funds from other Federal, State or local agencies, and each award is accounted for separately.

- **Santa Fe, City of** shall comply with Federal Civil Rights Laws and Regulations: Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, and Americans with Disabilities Act of 1991. **Santa Fe, City of** will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities. Executive Order 13347 Individuals with Disabilities in Emergency Preparedness requires government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism.

- **Santa Fe, City of** certifies that it has an Affirmative Action Plan/Equal Employment Opportunity Plan (EEOP) (for USDHS/DOJ grants). An EEOP is not required for recipients of less than $25,000.00 or fewer than 50 employees.

- **Santa Fe, City of** certifies that its employees are eligible to work in the U.S. as verified by Form I–9, Immigration & Naturalization Service Employment Eligibility.

- It is the responsibility of **Santa Fe, City of** as the recipient of these federal funds to fully understand and comply with the requirements of:
  - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements, OMB Standard Form 4248 Assurances -Non-Construction Programs, OMB Standard Form 4240 Assurances - Construction Programs, 2 C.F.R. Part 200, 2 C.F.R. Part 3002

- Whistleblower Protection Act
    - 10 U.S.C Section 2409
    - 41 U.S .C. 4712
    - 10 U.S.C. Section 2324
    - 41 U. S. C. Sections 4304
    - 41 U. S. C. Sections 4310
- Use of DHS Seal, Logo and Flags - All recipients must obtain permission from their financial assistance office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags.
- USA Patriot Act of 2001, 18 U.S.C. Sections175 175c
- Universal Identifier and System of Award Management (SAM), 2 C.F.R. Part 25, Appendix A
- Reporting of Matters Related to Recipient Integrity and Performance, 2 C.F.R. Part 200
- Rehabilitation Act of 1973, 29 U.S.C. Section 794
- Trafficking Victims Protection Act of 2000, Section 106(g) 22 U.S.C. section 7104, 2 CFR Section 1 75.15
- Terrorist Financing
- SAFECOM
- Reporting Sub-Awards and Executive Compensation
- Procurement of Recovered Materials, Solid Waste Disposal Act, Resource Conservation Recovery Act
- Environmental Protection Agency (EPA) 40 C. F.R. Part 247
- Patents and Intellectual Property Rights
    - Bayh-Dole Act. Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. Section 200 et seq. , 37 C.F.R. Part 401 , 37 C.F.R. Section 401.14
- DHS/FEMA EMPG Notice of Funding Opportunity Requirements - All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.
- Non-supplanting Requirement - All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.
- Lobbying Prohibitions, 31 U.S.C. Section 1352
- Limited English Proficiency (Civil Rights Act of 1964, Title VI), https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited
- Hotel and Motel Fire Safety Act of 1990
- Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. Section 2225
- Fly America Act of 1974, 49 U.S.C. Section 41102, 49 U.S.C. Section 40118
- Comptroller General Decision B-138942
- Best Practices for Collection and Use of Personally Identifiable Information (PII) - DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

- Americans with Disabilities Act of 1990, 42 U. S. C. Sections 12101 and 12213
- Age Discrimination Act of 1975, Title 42 U.S. Code Section 6101 et seq.
- Activities Conducted Abroad - All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- Acknowledgment of Federal Funding from DHS - All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- Federal Leadership on Reducing Text Messaging while Driving
- Federal Debt Status
- False Claims Act and Program Fraud Civil Remedies, 31 U. S. C..- Section 3729, 31 U. S.C. Section 3801-3812
- Energy Policy and Conservation Act, 42 U.S.C. Section 6201
- Education Amendments of 1972 (Equal Opportunity in Education Act), 20 U.S.C. Section 1681 et seq., 6 C.F.R. Part 17 and 44 C.F.R. Part 19
- Duplication of Benefits, 2 C.F. R. Part 200, Subpart E
- Drug-Free Workplace Regulations, 41 U.S. C. section 701 et seq, 2 C.F.R Part 3001
- Debarment and Suspension, Executive Orders, 12549 and 12689, and 2 C.F.R. Part 180
- Copyright, 17 U.S.C. sections 401 and 402
- Civil Rights Act of 1968, Title VIII of the Civil Rights Act of 1968, 42 U.S.C. section 3601 et seq, 24 C.F.R. Part 100, 24 C.F.R Section 100.201
- Civil Rights Act of 1964 - Title VI, 42 U.S.C. Section 2000d et seq, 6 C.F.R. Part 21, 44 C.F.R. Part 7
- DHS Specific Acknowledgements and Assurances
    - All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
    - Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
    - Recipients must give DHS access to and the right to examine and copy, records, accounts, and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
    - Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
    - Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
    - If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hg.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

- In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.
- The United States has the right to seek judicial enforcement of these obligations.

- Disposition of Equipment Acquired Under the Federal Award, 2 C.F.R. Section 200.313
- National Environmental Policy Act, National Environmental Policy Act (NEPA), Council on Environmental Quality (CEO) Regulations for Implementing the Procedural Provisions of NEPA
- Nondiscrimination in Matters Pertaining to Faith-based Organizations, 6 C. F. R. Part 19

ARTICLE 17: PENALTY FOR NON COMPLIANCE

For the reasons listed below, special conditions may be imposed, reimbursements may be partially or wholly withheld, the award may be wholly or partly suspended or terminated, or future awards, reimbursements and award modifications may be withheld. DHSEM may institute the following, but is not limited to, withholding authority to proceed to the next phase of a project, requiring additional or more detailed financial reports, additional project monitoring, and/or establish additional prior approvals. DHSEM shall notify the sub-recipient of its decision in writing stating the nature and the reason for imposing the conditions/restrictions, the corrective action required and timeline to remove them, and the method of requesting reconsideration of the imposed conditions/restrictions. The sub-recipient must respond within 5 days of receipt of notification.

- Unwillingness or inability to attain project goals
- Unwillingness or inability to adhere to Special Conditions listed on Page 13
- Failure or inability to adhere to grant guidelines and federal compliance requirements
- Improper procedures regarding contracts and procurements
- Inability to submit reliable and/or timely reports
- Management systems which do not meet federal required management standards
- Failure or inability to adhere to the terms and conditions of this agreement

ARTICLE 18: TERMINATION

For Cause: If performance is not occurring as agreed, the award may be reduced or terminated without compensation for reduction or termination costs. DHSEM will provide notice of five (5) days to the sub-recipient stating the reasons for the action, steps taken to correct the problems, and the commencement date of the reduction or termination. DHSEM will reimburse the sub-recipient only for acceptable work or deliverables, necessary and allowable costs incurred through the date of reduction or termination. Final payment may be withheld at the discretion of DHSEM until completion of a final DHSEM review. Any equipment purchased under a terminated grant may revert to DHSEM at the option of DHSEM.

For Convenience: This Agreement may be terminated without cause by either of the parties upon written notice delivered to the other party at least 30 days prior to the intended date of termination. A termination pursuant to this provision does not nullify a party's obligations for performance or liabilities for failure to perform already incurred prior to the date of termination. Any project may be terminated upon convenience, in whole or in part, for the convenience of the Government. The U.S. Department of Homeland Security (USDHS) and the DHSEM, by written notice, may terminate this grant, in whole or in part, when it is in the Government's interest. Allowable costs obligated and/or incurred through the date of termination shall be reimbursed. Any equipment purchased under a terminated grant may revert to DHSEM at the option of DHSEM.

ARTICLE 19: SPECIAL CONDITIONS

*Grant funds cannot be expended until these conditions have been met.

- EMPG Notice of Funding Opportunity Requirements - All of the instructions, guidance, limitations, and other conditions set forth in the Preparedness Grants Manual and the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the Preparedness Grants Manual and the NOFO.
- The grant award amount is a funding allocation, and is not to be interpreted as expenditure authorizations or approvals. Pre-approval from DHSEM's Local Preparedness Program, Training and Exercise Program, and Administrative Service Bureau (ASB) is required for all purchases regardless of any application review.
- All awarded projects must be planned for, conducted, budgeted and expended within the designated performance period. Furthermore, at least 25% of the grant award must be expended in the first quarter for each project; some exceptions and/or extenuating circumstances may apply.
- All sub-recipients must complete a National Incident Management System (NIMS) Assessment on or before September 30 of each year. All funded beneficiaries, to include but not limited to, first response agencies and special teams must also complete a NIMS Assessment. Continuing working on NIMS implementation objectives throughout the performance period of the grant and thereafter.
- All sub-recipients must complete and/or revise their Threat Hazard Identification Risk Assessment (THIRA) every May 30 every 2 years.
- All sub-recipients must complete and/or revise their local and/or regional Tactical Interoperable Communication Plan (TICP) every year.
- All sub-recipients must have a fully promulgated All Hazards Emergency Operations Plan (EOP).
- All Whole Community Preparedness sub-recipients must have a coordinating body to serve as their Citizen Corps Whole Community Council, with membership that includes, but is not limited to: representatives from emergency management, homeland security, law enforcement, fire service, EMS, public health, hospitals, HCCs, or their designee, elected officials, the private sector especially privately owned critical infrastructure, private nonprofits, nongovernmental organizations including faith-based, community-based, and voluntary organizations and advocacy groups.
- All EMPG funded personnel shall participate in exercises as a controller, evaluator, facilitator, player, or planning team member within the 12 month performance period of this award; performance progress for each funded position will be measured on each quarterly report. All AAR/IP and/or AAR/IP input forms must be sent to the DHSEM Exercise Officer no later than 60 days after the exercise.
- All EMPG performance activities will be monitored by the Local Preparedness Program on a quarterly basis or as needed to ensure sub-recipients are conducting progressive activities to ensure project completion within the specified performance period.
- Quarterly financial and progress reports are due on April 30, July 30, October 30, January 30 within the Period of Performance. Final reports are due 15 days after the end of Period of Performance.
- All equipment must be purchased and deployed in accordance set forth in the FY 2020 EMPG NOFO. All assets supported in part or entirely with FY 2020 EMPG funding must be readily deployable to support emergency or disaster operations per existing EMAC agreements.

- A DHSEM Approved Request for Approval is required prior to any non-personnel purchases/expenditures.
- All requests must be reviewed and approved by the Local Preparedness Program. All requests must meet the original scope of the project. All approved revisions shall result in a subgrant amendment.
- If a revision of the project(s) scope of work is requested, it must be pre-approved by the Local Preparedness Program before the jurisdiction can proceed with the Request for Approval (RFA) process. If the revision is approved, the Local Preparedness Program may request additional documentation to proceed with recommendation to DHSEM Leadership for final approval.
- The beneficiary of this award is solely responsible for all expenditures that are incurred outside of the award performance period.
- All expenditures that are incurred above and beyond the amount of this sub-grant agreement are the sole responsibility of the sub-recipient of this award.
- The FEMA approved National Environmental Protection Agency-Environmental Historic Preservation (NEPA/EHP) screening form must be submitted prior to any ground disturbance, modification to buildings, etc.
- Procurement from Minority Owned and Women Owned Business is encouraged, and must be tracked and reported to DHSEM on the quarterly reports.
- Annual external audit reports must be submitted to DHSEM within 30 days of receipt by sub-recipients.
- All Contracts for goods and services, to include the project scope of work, must be reviewed and approved by the LPC and ASB before execution, to include signing of contract between parties.
- Upon completion of all awarded projects, any remaining funds will be de-obligated and reverted back to NMDHSEM.
- Extensions due to exigent or emergency circumstances will be determined by DHSEM on a case-by-case basis. Applicants who experience technical issues must notify the Local Preparedness Coordinator assigned to their area.

State of New Mexico
DEPARTMENT OF HOMELAND SECURITY & EMERGENCY MANAGEMENT
P.O. Box 27111
Santa Fe, NM 87502

The acceptance of a grant from the United States and the State of New Mexico creates a legal duty and obligation on the part of the sub-grantee **Santa Fe, City of** to use the funds or property made available in accordance with the conditions of the grant as administered by and through the New Mexico Department of Homeland Security and Emergency Management.

SUB-RECIPIENT GRANT AGREEMENT

Signature of Acceptance

SUB RECIPIENT SIGNATURES			
SIGNATURE OF EMERGENCY MANAGEMENT PROGRAM MANAGER			
PRINTED NAME: Kyle Mason			
OFFICIAL SIGNATURE:			**DATE:** 8/31/2020
CONTACT NUMBER:	505-955-6704	**E-MAIL ADDRESS:**	kamason@santafenm.gov
SIGNATURE OF JURISDICTION CHIEF FINANCIAL OFFICER			
PRINTED NAME:			
OFFICIAL SIGNATURE:			**Date:**
CONTACT NUMBER:		**E-MAIL ADDRESS:**	
SIGNATURE OF JURISDICTION SIGNATORY OFFICIAL			
PRINTED NAME:			
OFFICIAL SIGNATURE:			**DATE:**
CONTACT NUMBER:		**E-MAIL ADDRESS:**	

NM DHSEM SIGNATURES	
SIGNATURE OF DHSEM GRANTS MANAGER	**DATE**
OFFICIAL SIGNATURE:	
Print Name: ***Juanita Abeyta***	
SIGNATURE OF DHSEM CABINET SECRETARY	**DATE**
OFFICIAL SIGNATURE:	
Print Name: ***Bianca Ortiz Wertheim***	

Print two (2) original agreements, sign both and mail to: Grants Management Unit, P.O. Box 27111, Santa Fe, NM 87502

ATTACHMENT I

Required Reimbursement Checklist

Please Note: DHSEM reserves the right to update this check list throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations. Please only check the categories that apply to the reimbursement you are currently requesting.

EQUIPMENT

- Have all invoices been included?
- Has AEL # been identified for each purchase?
- If service/warranty expenses are listed, are they only for the performance period of the grant?
- Has proof of payment been included? (e.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement)
- If EHP form needed – has copy of it and approval from DHS/FEMA been included?

CONSULTANTS/CONTRACTORS

- Does the amount billed by consultant add up correctly?
- Has all appropriate documentation to denote hours worked been properly signed?
- Have copies of all planning materials and work product (e.g. meeting documents, copies of plans) been included? (If a meeting was held by recipient or contractor/consultant of recipient, an agenda and signup sheet with meeting date must be included).
- Has the invoice from consultant/contractor been included?
- Has proof of payment been included? (e.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

SALARY POSITIONS (Note: this applies to positions billed under M&A)

- Have the following been provided: signed time sheet by employee and supervisor and proof that employee was paid for time worked (statement of earnings, copy of payroll check or payroll register)?
- Has a time period summary sheet been included for total claimed amount?
- Has a general ledger payroll report been included for total claimed amount? Ensure this report includes both employee and employer payroll information (i.e. benefits/contributions).
- Does the back-up documentation include a copy of the check stub per employee for the time period covered?
- Does the back-up documentation provided match the time period for which reimbursement is being requested?

TRAINING

- Is the course DHS/FEMA approved? Is there a course or catalog number? If not, has DHSEM approved the non-DHS training request form? Is supporting documentation included your reimbursement request?
- Have sign-in sheets, rosters and agenda been provided?
- If billing for overtime and/or backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee? Have print outs from entity's financial system been provided as proof attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
- Has any expenditures occurred in support of the training (e.g., printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment)? If so, receipts and proof of payment must be submitted. (e.g. system generated ledger, canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

MATCHING FUNDS

- Contributions are from Non Federal funding sources.
- Contributions are from cash or in-kind contributions which may include training investments.
- Contributions are not from salary, overtime or other operational costs unrelated to training.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Aug 31, 2020 11:44 MDT)
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR

ORG/OBJECT:

AL
AL

2212850/500110

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

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

DEPARTMENT / DIVISION NAME	DATE
Emergency Management	8/20/2020

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Salaries	2212850	500110	OEM2122101	175,160	
Salaries	2212850	500110			(87,580)
REVENUES				*{enter as negative #}*	*{enter as positive #}*
US Department of Homeland Security	2212850	490610	OEM2122101	(87,580)	
				$ 87,580	$ (87,580)

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo
To budget 2020 Emergency Management Performance Subgrant EMT-2020-EP-00005-S01. This BAR also pulls the required match from the General Ledget into the Project Grant.

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

Kyle Mason — 11/12/2020
Prepared By *{print name}* — Date

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

AJH (Nov 13, 2020 10:38 MST)
Budget Officer — Date

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Division Director Signature *{optional}* — Date

11/12/2020
Department Director Signature — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

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

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

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

2 Name of Contractor New Mexico Department of Homeland Security and Emergency management

3 Complete information requested ☐ Plus GRT ☑ Inclusive of GRT

Original Contract Amount: $175,160.00

Termination Date: June 30, 2021

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Contract is for: 2020 Emergency Management Performance Grant Program Sub-Grant Agreement

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 $ 175,160.00 of original Contract# _____ Termination Date: 6/30/2021

Reason: 2020 Emergency Management Performance Grant Program Sub-Grant Agreement

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ _____

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

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

RFP# _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other Competitive Application

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

Fran Dunaway (Nov 18, 2020 08:02 MST)

Purchasing Officer Review

Comments or Exceptions: Grant -entitiy to entity/DHSEM

7 **Funding Source:** New Mexico DHSEM **BU/Line Item:** 2212850.500110

Alexis Lotero
Alexis Lotero (Nov 17, 2020 11:13 MST)

Budget Officer Approval

Comments or Exceptions: _____

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

_____
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Kyle Mason

Phone # 505-955-6704

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

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

To be recorded by City Clerk:

Contract # _____

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

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

Comments:

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: US Department of Homeland Security

Procurement Title: 2020 Emergency Management Performance Grant

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other X* *Grant*

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

Department Requesting Emergency Management Staff Name Kyle Mason

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: _____

Kyle Mason — Emergency Management Director — 9/14/2020

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

Fran Dunaway (Nov 18, 2020 08:02 MST)

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.

*

GB EMER MNGMNT EMPG SUB GRANT r3

Final Audit Report 2020-11-18

Created:	2020-11-13
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAlcOhE4KXIdauxXcwIPQB-Bg6lO5bkFrd

"GB EMER MNGMNT EMPG SUB GRANT r3" History

Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
2020-11-13 - 4:26:18 PM GMT- IP address: 63.232.20.2

Document emailed to AJH (ajhopkins@santafenm.gov) for signature
2020-11-13 - 4:33:42 PM GMT

Document shared with Kyle Mason (kamason@santafenm.gov)
2020-11-13 - 4:36:01 PM GMT- IP address: 63.232.20.2

Email viewed by AJH (ajhopkins@santafenm.gov)
2020-11-13 - 5:18:58 PM GMT- IP address: 104.47.64.254

Document e-signed by AJH (ajhopkins@santafenm.gov)
Signature Date: 2020-11-13 - 5:38:21 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2020-11-13 - 5:38:23 PM GMT

Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2020-11-17 - 5:47:02 PM GMT- IP address: 104.47.65.254

Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2020-11-17 - 6:13:05 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2020-11-17 - 6:13:07 PM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2020-11-18 - 2:59:53 PM GMT- IP address: 104.47.65.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2020-11-18 - 3:02:16 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2020-11-18 - 3:02:16 PM GMT

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 12/14/2020

ISSUE NO. 8J

Request for Approval of Contract Amendment #4 with Molzen Corbin & Associates, to increase the not to exceed amount by $206,694.69 to a total of $3,830,050.63, and Task Orders #15-#18 for Airport Engineering, Design and Construction Services. (John Dickinson, Airport Operations Manager, jcdickinson@santafenm.gov, 955-2909)

Committee Review:
Public Works and Utilities Committee: 12/14/2020
Finance Committee: 01/04/2021
Governing Body: 01/13/2021

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 1/4/2021 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: November 16, 2020

TO: Public Works and Utilities Committee/Finance/City Council

VIA: Regina Wheeler, Public Works Department Director
Mark Baca, C.M., Airport Manager MB

FROM: John Dickinson, C.M., Airport Operations Manager JD

ISSUE: Request Approval of Contract Amendment #4 with Molzen Corbin & Associates

ACTION:
Request for Approval of Contract Amendment #4 with Molzen Corbin & Associates, to increase the not to exceed amount by $206,694.69 to a total of $3,830,050.63, and Task Orders #15-#18 for Airport Engineering, Design and Construction Services. (John Dickinson, Airport Operations Manager, jcdickinson@santafenm.gov, 955-2909)

SUMMARY:
The City of Santa Fe and the Santa Fe Regional Airport procured and entered into a Professional Service Agreement with Molzen Corbin and Associates in September 2018 to provide Architect/Engineering, project management and construction oversite services for Airport projects. The contract term is four years, expiring September 2022, and compensation to Molzen Corbin was at Not-to-Exceed (NTE) $250,000 annually. This amount was derived from historical funding received and task orders issued for design and construction services at the Santa Fe Regional Airport.

Amendment #1 was approved on 06/13/2019 to increase the NTE by $947,455.33 for Task Orders 1-8 which included the Taxiway D Design, Terminal Building Parking Lot Conceptual Design, Electrical Vault Design, Passenger Facility Charges (PFC), Taxiway D II Observation and Testing, and Taxiway D Bidding and Construction Services. Amendment #2 increased the NTE by $111,628.52 for Task Orders 9-10 and was approved on 10/30/2019. Task Orders 9-10 included the Runway 02 Runway Safety Area (RSA) Design, Observation and Testing. Finally, Amendment #3 increased the NTE by $1,564,271.59 and was approved on 04/10/2020 for Task Orders 11-14 which included Taxiway G Design, Terminal Building Expansion Design, Taxiway G Observation and Testing, and RSA 02 Grading Design.

Amendment #4 will increase the NTE by $206,694.69 for Task Orders 15-18. Task Order 15 is for the Airport Layout Plan (ALP), which depicts existing and future facilities; this layout plan is required for future federal funding. Task Order 16 is for the Runway Safety Area (RSA) of 02, which needs to have Observation and Testing done to complete the grading of the RSA 02. Task Order 17 is for the rehabilitation of Taxiway Alpha and Charlie for pavement maintenance. Task Order 18 is for the Leadership in Energy and Environmental Design (LEED) of the terminal, which we are currently silver, but attempting to achieve LEED Gold. LEED certification is required for the terminal by a state executive order for construction projects over 20,000 square feet.

Design and oversite fees are paid with the grant funds awarded by the funding agencies for each project. Increasing the not to exceed amount does not obligate the City to expend the full amount. All payments are subject to funding as further described in **Paragraph 2 Compensation Sec. A, B and C** of the attached PSA with Molzen Corbin.

Execution of these task orders outlined in the attached Exhibit IV (B) and attached hereto is contingent on the FAA, and New Mexico Department of Transportation Aviation Division (NMDOTAD) funding the projects. The Task Orders will be implemented by written notice-to-proceed from the Airport Manager.

CONTRACT NUMBER:
The Munis contract number is 3200913.

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Airport Fund/545
Munis Org Name/Number: Airport Projects/5450407
Munis Object Name/Number: WIP Design/572960

ATTACHMENTS:
Contract Amendment #4
Summary of Contract
Procurement Check list
Certificate of Insurance
Molzen Corbin and Associates executed #18-0970
Contract Amendment #1
Contract Amendment #2
Contract Amendment #3

ITEM#_____

CITY OF SANTA FE
AMENDMENT No. 4 TO
MOLZEN CORBIN PROFESSIONAL SERVICES AGREEMENT
ITEM#18-0970

AMENDMENT No. 4 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated September 5, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Molzen Corbin & Associates (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 the Santa Fe Regional Airport Architect/Engineer services including the basic A/E, and project management required for airport development projects for the next four (4) years.

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

1. **COMPENSATION.**

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by $206,694.69 as described in Exhibit IV(A), so that Article 2 Compensation, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the hourly rates described in Exhibit IV and IV(A). The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed this $3,830,050.63. 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. 4 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

Date: _____

CONTRACTOR:
Molzen Corbin & Associates

K. W. E.
NAME

EVP
TITLE

Date: 11/17/2020

CRS# 01305771005
Registration # 42293

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Nov 9, 2020 11:06 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:
52825.572960

Munis ORG/OBJ 5450407.572960 AL
AL

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3200913

Contractor: **Molzen Corbin and Associates**

Description: **Task Orders 15 through 18.**

Contract ◉ Agreement ○ Lease / Rent ○ Amendment ○

Term Start Date: **09/05/2018** Term End Date: **09/05/2022**

☑ Approved by Council Date: **TBD**

Contract / Lease: Contract for Engineering

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)
   Amendment #1 06/13/2019-Not-to-Exceed (NTE) $947,455.33
   Amendment #2 10/20/2019-Not-to-Exceed (NTE) $111,628.52
   Amendment #3 04/10/2020-Not-to-Exceed (NTE) $1,564,271.59
   Task orders are contingent on the approval of the FAA & NMDOT Aviation Division Funding

3. **Procurement History:**

Fran Dunaway Nov 24, 2020 11:04 MST — Nov 24, 2020

Purchasing Officer Review: Date:

Comment & Exceptions: Original contract Issued through Bid process

4. **Funding Source: Airport Projects** **Org / Object: 5450407.572960**

Alexis Lotero (Nov 24, 2020 10:16 MST) — Nov 24, 2020

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: John Dickinson Phone # **955-2909**

Email: **jcdickinson@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Molzen Corbin

Procurement Title: Amendment #4 Task Order 15-18

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/Airport Staff Name John Dickinson

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 18/55/P
☐	●	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:

John Dickinson — Airport Operations Manager — 11/04/20

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

Fran Dunaway (Nov 24, 2020 11:04 MST)

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.

MOLZ&AS-01 EHUGHES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/5/2020

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

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

PRODUCER	CONTACT NAME: RJ Dean & Associates	
Professional Liability Insurers, Inc. 6101 Moon Street NE Suite 1000 Albuquerque, NM 87111	PHONE (A/C, No, Ext): (505) 822-8114	FAX (A/C, No): (505) 822-0341
	E-MAIL ADDRESS: ehughes@cressinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Donegal Insurance Company	13692
INSURED	INSURER B : New Mexico Assurance Co	13673
Molzen-Corbin & Associates Inc 2701 Miles Road SE Albuquerque, NM 87106	INSURER C : AXA Insurance Company	33022
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			BSD9257861	12/31/2019	12/31/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS			CA9257861	12/31/2019	12/31/2020	BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE			CXL9257861	12/31/2019	12/31/2020	AGGREGATE	$ 4,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		64411.112	1/1/2020	1/1/2021	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liab			DPR9953150	12/31/2019	12/31/2020	Ea Claim	2,000,000
C	Professional Liab			DPR9953150	12/31/2019	12/31/2020	Aggregate	6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Santa Fe Airport On Call Engineering

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
James Lyons

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ITEM # 18-0970

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 **Molzen-Corbin & Associates,** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall perform the following work, but not limited to:

Provide Architect/Engineer Services including the basic A/E and project management services normally required for airport development projects, including architectural civil, structural, mechanical, and electrical engineering on projects for the next four (4) years as further described in Exhibits I, VI, VII.

B. *Performance Measures.*

Contractor shall substantially perform the following Performance Measures:

1) Provide A/E services involving activities required for defining the scope of a project and establishing preliminary requirements (known as Preliminary Phase Exhibits I section B, 1, VI,).

2) Provide A/E services involving activities required to undertake and accomplish a full and complete project design (known as Design Phase Exhibit I section B 1, 2).

3) Provide A/E services involving activities required in providing sets of plans and specifications for this phase, and all bid documents; acting for the sponsor in advertising and securing bids, negotiating for services, analyzing bid results, furnishing recommendations on the award of contracts; and preparing contract documents (known as Bidding or Negotiation Phase Exhibit I B,3).

4) Provide A/E services involving activities required to render basic services after the award of a construction contract (known as Construction Phase Exhibit I 4, .).

5) Provide A/E services involving activities required to render basic services after the completion of a construction contract (knowns as Project Closeout Phase).

6) Provide special services involving activities or studies outside the scope of the basic design services routinely performed by the Contractor. These special services may vary greatly in scope, complexity, and timing and may involve a number of different disciplines and fields of expertise, see Exhibit I.

7) Provide planning services involving activities or studies under the broad heading of airport system and master planning. (Exhibits II, III)

2. **Compensation**.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the hourly rates described in Exhibit IV. Exhibit IV will be updated annually as required for the next four years, such compensation not to exceed $250,000.00, excluding gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $250,000.00 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.**

B. Payment is subject to available 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 the date of agreement execution** 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 12were 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 12were 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.(Exhibit V).

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. **Records and Financial Audit.**

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

21. **Indemnification.**

The Contractor shall 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.

22. **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.

23. **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.

24. **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
Aviation Division
P.O. Box 909
Santa Fe, NM 87504-0909
mdbaca@santafenm.gov and htbrzykcy@santafenm.gov

To the Contractor:
Molzen-Corbin & Associates
2701 Miles Road SE
Albuquerque, NM 87106
kfreier@molzencorbin.com

25. **Authority.**

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

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 9/5/18

CONTRACTOR:
Molzen-Corbin & Associates

K. W. E+

NAME AND TITLE

DATE: 09/06/18

CRS# 01305771005
Registration #42293

ATTEST:

Yolanda Y. Vigil

YOLANDA Y. VIGIL, CITY CLERK
lcmes. 8/29/18

APPROVED AS TO FORM:

MDM 8/15

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

Mary McCoy 8/20

MARY MCCOY, FINANCE DIRECTOR
Business Unit Line Item
52825.572960.0114900

MASTER AGREEMENT FOR ENGINEERING SERVICES FOR THE SANTA FE MUNICIPAL AIRPORT

EXHIBIT I
ENGINEER'S SCOPE OF SERVICES

The Engineer shall render professional engineering services as described below:

A. DEFINITIONS

1. Field Reconnaissance Surveys - That field work performed to determine the scope of design surveys necessary to determine existing conditions for establishing the basis for design.

2. Preliminary Project Schedule - A preliminary estimated start and completion date for each phase of work contained in the Engineer's Scope of Services.

3. Other Field Investigations - Those field investigations performed subsequent to the review of data from the field reconnaissance survey to establish the scope of additional field work, other than what was originally contemplated, that must be done before preliminary design of the project can commence.

B. BASIC SERVICES

1. PRELIMINARY DESIGN (60%) PHASE

   a. Attend a Pre-Design meeting with the Owner to review its wishes and requirements; inspect the site of the work; review the available material assembled by the Owner, and discuss design criteria and scheduling.

   b. Plan the necessary field surveys for design including field measurements of existing structures and facilities, field verification of existing rights-of-way, easements, and property lines.

   c. Prepare and submit preliminary drawings based upon the information developed at the pre-design meeting (see 1a above). Preliminary plans will include the following:

      i Horizontal and vertical control for the infrastructure elements designed.

      ii Identification of the entire scope of the project on black-on-white plan sheets. Show existing and proposed right-of-way, easements, drainage structures, pavement work, utility construction or relocation (private and public) and geometry.

      iii Define any non-standard items on the drawings with sufficient detail for review.

      iv Provide design plans that are overall 60% complete to include: plan and profile sheets, intersection sheets, and drainage plans. Plan sheets will contain centerline stationing and elevations, a footprint of the proposed

improvements, and grading slope limits. Detailed build notes will not be provided.

e. Identify right-of-way acquisition/dedication requirements and provide a summary of these requirements on a per lot basis (using the standard lot sizes in the area) and total for the project.

f. Prior to submittal to the City, submit one (1) set of preliminary plans, preliminary construction cost estimate, outline specifications, preliminary utility coordination plan, and the Design Analysis Report (DAR) will consist of design assumptions, standards and exceptions, that will be used by the Owner's Project Manager for his review. Make necessary corrections prior to submitting for City review.

g. The Deliverables for the 60% Preliminary Design phase will consist of the following:

i. Plan sets to be:	Three (3) sets
ii. Preliminary Engineering Studies:	Three (3) copies
iii. Schedule:	75 days from Notice to Proceed or as agreed to between the Owner and the Engineer.

2. FINAL DESIGN PHASE/CONSTRUCTION DOCUMENTS

a. Meet with the design team, the Owner and appropriate users regularly to facilitate the exchange of information.

b. Coordinate engineering and architectural systems.

c. Prepare complete Contract Documents using standard practice and design requirements of the Owner and applicable Agency requirements in effect on the date of this Agreement.

d. Prepare a detailed take-off construction cost estimate for the Project. New Mexico Gross Receipts Tax shall be shown as a percentage of the subtotal amount. The amount of the NMGRT is not part of the estimated construction cost; however, the Engineer shall provide the calculation of the tax amount for the estimated construction.

e. In conjunction with the Owner's Project Manager, prepare a draft construction schedule commensurate with the scope and complexity of the project in sufficient detail to determine overall construction time.

f. Secure approval of the final plans and specifications by and prepare the necessary funding documents for Federal Aviation Administration, New Mexico Department of Transportation Aviation Division and other public or private agency where required or affected by the proposed construction, provided that such approvals are not unreasonably withheld.

g. Coordinate and assist Owner in preparation and submittal of agency funding documentation and certifications as required.

h. Submit eleven (3) sets of the detailed working drawings, specifications, construction cost estimate and, as required, to the Owner for review and comment. If applicable, submit five (3) sets of the revised Preliminary Engineer's Report.

3. BIDDING PHASE

a. Prepare and submit for approval a final construction cost estimate no later than two (2) days prior to the bid opening.

b. Submit documents and gain approval for building permit.

c. The Engineer shall attend and provide professional services for a pre-bid meeting when the Owner determines a pre-bid meeting is needed.

d. Prepare advertisement for bids.

e. Have sufficient copies of Contract Documents reproduced for sale to prospective bidders. Place copies in private plan rooms in Albuquerque for review by bidders. Provide Owner with three (3) copies.

f. Provide clarification of the contract document's intent during the bidding process and determine the need for issuance of addenda. Addenda shall be distributed not less than two working days prior to bid opening.

g. Prepare and distribute addenda when required. Addenda must be signed by the Engineer and submitted to the Owner's Project Manager for appropriate signature prior to distribution. Maintain Bidder's log and addenda distribution log.

h. Attend the Bid Opening.

i. Tabulate and assist the Owner in evaluating the bids.

j. Assist Owner in obtaining additional information regarding the apparent low Bidder's qualifications, should the Owner request qualification information.

k. Prepare a recommendation of award letter to the Owner.

4. CONSTRUCTION PHASE

a. Provide up to seven (7) copies of the formal Contract Documents to the successful bidder for execution.

b. Conduct the Pre-construction Conference.

c. Furnish consultation and advice during construction pertaining to the Contract Document's intent. Prepare elementary and supplementary sketches needed by the

Owner to resolve problems due to field conditions encountered other than those involving changes in the scope of the project.

d. Review manufacturer's shop drawings of equipment and/or materials proposed for use by the Contractor when required by the Contract Documents. Review construction drawings and/or erection drawings submitted by the prime contractor for compliance with the Contract Documents.

e. Make periodic observations of the project, as agreed to with the Owner, site by a member of the Engineer's design team. A written summary of the observation shall be submitted to the Owner within one (1) week of the site visit. The Engineer shall be responsible for notifying the Owner of any observed deficiencies. In performing observations, the Engineer does not guarantee the performance of the Contractor. The Engineer shall not be responsible for the means, methods, techniques, sequence or procedures of construction selected by the Contractor or the safety precautions and programs incidental to the work of the Contractor.

f. Review pay applications submitted by Contractor and make recommendation to Owner for payment.

g. Review for acceptability any Change Orders requested by the Owner or the Contractor and provide comments to the Owner.

h. Conduct substantial completion observation and publish appropriate documents including punch list.

i. Attend the final inspection and make observations to determine if the completed work is acceptable.

j. Review project closeout documents submitted by the Contractor.

k. Prepare record drawings based on marked up prints, drawings and other data to reasonably reflect construction. "Record Drawings" shall be prepared by revising the original drawings, or, where original drawings cannot be satisfactorily revised for record purposes, by preparation of appropriate new drawings. Each sheet shall be clearly marked "Record Drawings" with the date.

C. REIMBURSABLE SERVICES:

Unless provided otherwise herein, the following Services are not included as a part of the Basic Services or Additional Services of the Architect and shall be considered Reimbursable Services. Reimbursable Services shall be undertaken only with the express prior verbal authorization of the Owner followed by written verification. Reimbursable Services shall be paid for by the Owner as provided for in Article IV Compensation of this Agreement and include actual expenditures. No administrative overhead add-on charges will be permitted.

1. Utilizing data processing techniques when not normally used as a part of Basic Services.

2. Utilizing photographic production techniques when not normally used as a part of Basic Services.

3. Providing reproductions of documents except that the copies specified in Basic Services shall, with prior authorization, be reproduced under existing Owner reproduction contracts and the costs billed directly to the Owner by the printer.

4. Providing renderings and/or models which shall then become the property of the Owner.

5. Utilizing telephone communication (to out-of-state locations), document delivery service, or other communications or shipping method to communicate or distribute documents to potential bidders during the Bidding Phase.

6. Printing and mailing costs associated with planning/neighborhood notifications and submittals as required.

D. PERFORMANCE

1. The Engineer hereby agrees that, upon the execution of this Agreement, it will enter upon the duties herein described, proceed with the work continuously, and make the various submittals for each phase of the work on or before the schedule developed and approved for each phase.

2. If any delay is caused to the Engineer by order of the Owner to change the design or plans; or by failure of the Owner to supply or cause to be supplied any data not otherwise available to the Engineer which is required in performing the work described or by other delays due to causes entirely beyond the control of the Engineer; then, in that event, the work authorization schedule will be adjusted equitably in writing, as mutually agreed between the Owner and the Engineer. However, the Engineer agrees it is not entitled to a claim for delay damages against the Owner for the delay of the performance of this Agreement caused by the Owner or third parties.

3. Since the work of the Engineer must be coordinated with the activities of the Owner (including firms employed by and governmental agencies and subdivisions working with the Owner), the Engineer shall advise the Owner in advance of all meetings and conferences between the Engineer and any governmental agency, political subdivision, or third party which is necessary to the performance of the work of the Engineer.

4. The Engineer shall prepare an Engineer's Project Schedule (Project Schedule) to be used and updated throughout the life of the project to communicate progress and timeliness of the work. The Project Schedule shall be prepared prior to the signing of the Agreement and shall be negotiated and agreed to by both parties as the schedule of the work to be performed. The Project Schedule shall become an attachment to the Engineering Services Agreement and the effective date of the Agreement shall be the start date for the Project Schedule. The Project Schedule shall be prepared using input from all subconsultants working on the project for the Engineer, as well as input from the Owner.

End of Exhibit I

MASTER AGREEMENT FOR ENGINEERING SERVICES FOR THE SANTA FE REGIONAL AIRPORT

EXHIBIT II
OWNER'S RESPONSIBILITIES

The Owner shall do the following in a timely manner so as not to delay the services of the Engineer described in Exhibit I, Engineer's Scope of Services:

1. Designate in writing a person to act as Owner's Project Manager with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive information with respect to Engineer's services for the Project.

2. Provide criteria and information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations on the project.

3. Place at Engineer's disposal available information pertinent to the Project including copies of reports, drawings, maps and other data relative to design or construction of the Project all at no cost to the Engineer.

4. Arrange for access to and make provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.

5. Review, provide comments on and approve studies, reports, sketches, drawings, specifications, proposals and other documents presented by Engineer, obtain advice of an attorney, insurance counselor and other consultants as Owner requires for such examination and render in writing decisions pertaining thereto within a reasonable time. The Engineer shall not be entitled to delay damages against the Owner for delay of the performance of this Agreement caused by the Owner or any third parties.

6. Furnish approvals and permits from the governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7. Provide such accounting, independent cost estimating and insurance counseling services as Owner requires for the Project, such auditing services as the Owner requires to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as Owner requires to ascertain that contractors are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

8. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of developments that affect the scope, timing or performance of Engineer's services, or defects or nonconformance in the work of Contractor(s).

End of Exhibit II

MASTER AGREEMENT FOR ENGINEERING SERVICES FOR THE SANTA FE REGIONAL AIRPORT

EXHIBIT III
PROJECT SCHEDULE

1. The Engineer hereby agrees that, immediately upon the execution of this Agreement, it will enter upon the duties herein prescribed, proceed with the work continuously, and make the various submittals on or before the schedule specified herein.

2. Written Authorization: the Owner shall not pay the Engineer for any services rendered before written authorization by the Owner is received by the Engineer, and the Owner shall not be liable to the Engineer for payment for such services.

3. The Engineer shall submit a project schedule for each project assigned and as agreed to with the Owner's Project Manager. The project schedule shall show the duration for each major milestone for the project as agreed to between the Owner and the Engineer. A typical design project shall have the following schedule milestones as applicable:

   a. Preliminary plans, design analysis report, and preliminary construction cost estimate within the agreed to number of calendar days from the date of receipt of written order to proceed with the Preliminary Design for each project phase.

   b. Final Design Phase plans, specifications, construction cost estimate, and contract documents for review within the agreed to number of calendar days from the date of receipt of written order to proceed with the Final Design for each project phase.

   c. Final construction contract documents ready for bid for the construction phase within the agreed to number of calendar days date of receipt of written comments from the Owner Project Manager on the Final Design submission,.

   d. "Record Drawings" within the agreed to number of calendar days after receipt of Marked up prints, drawings and other data supplied by the Project Manager.

4. If any delay is caused to the Engineer by order of the Owner to change the Scope of the study; or by failure of the Owner to provide the necessary reviews in a timely manner, or to supply or cause to be supplied any data not otherwise available to the Engineer which is required in performing the work described; or by other delays due to causes beyond the control of the engineer; then, in that event, the time schedules will be adjusted equitably in writing, as mutually agreed between the Owner and the Engineer at the moment a cause for delay occurs. The Engineer shall not be entitled to delay damages against the Owner for delay of the performance of this Agreement caused by the Owner or any third parties.

5. Because the work of the Engineer must be coordinated with the activities of the Owner (including firms employed by and governmental agencies and subdivisions working with the Owner), the Engineer shall advise the Owner's Project Manager in advance, of all meetings and conferences between the Engineer and any governmental agency, political subdivision, or third party which is necessary to the performance of the work of the Engineer.

6. There shall not be a schedule required for the entire four year agreement. Individual task orders shall be executed from this agreement which represent a project to be completed. Schedules shall be submitted for each individual task order.

End of Exhibit III

MOLZEN-CORBIN & ASSOCIATES
STANDARD BILLING RATES
JULY 15, 2018

DEPARTMENT	BILLING CATEGORIES	CURRENT RATE
Architectural	Principal Architect	$215
	Senior Architect	$180
	Project Architect	$145
	Registered Architect	$115
	Intern Architect 2	$100
	Intern Architect 1	$80
	Senior Architectural Designer	$115
	Architectural Designer 1	$100
	Planner	$90
	Landscape/Irrigation Designer	$90
Civil Engineering	Principal Engineer	$215
	Senior Engineer	$195
	Project Engineer	$155
	Professional Engineer	$130
	Engineering Intern II	$105
	Engineering Intern I	$95
	Senior Civil Design Specialist	$135
	Engineering Design Specialist	$120
	Engineering Design Tech	$110
	Associate Engineering Design Tech	$85
Electrical Engineering	Principal Engineer	$215
	Senior Engineer	$190
	Project Engineer	$160
	Professional Engineer	$135
	Engineering Intern II	$120
	Engineering Intern I	$95
	Engineering Design Specialist	$105
	Engineering Design Tech	$100
	Associate Engineering Design Tech	$85
Mechanical	Senior Mechanical	$165
Water Resource Engineering	Principal Engineer	$215
	Senior Engineer	$180
	Project Engineer	$155
	Professional Engineer	$130
	Engineering Intern II	$105
	Engineering Intern I	$95
	Sr. Engineering Design Specialist	$135
	Engineering Design Specialist	$115
	Engineering Design Tech	$110
	O & M Specialist	$100
	Associate Engineering Design Tech	$80
CADD / Survey	CADD Operator II	$70
	CADD Operator I	$65
	Survey Technician	$85
	Two Person Survey Crew	$170
	Two Person GPS Survey Crew	$195
	Licensed Surveyor	$185
Construction Observation	Senior Observer/Manager	$95
	Senior Observer	$90
	Observer	$80
Administration	Administrative Aide II	$55
	Administrative Aide I	$45
	Administrative Support	$90
	Grants/Technical Administrator	$95
	[illegible]	[illegible]
	Senior Technical Writer / Editor	$80

Miscellaneous Expenses		
Copies	Per Copy	$0.110
Color Copies	Per 8 1/2 x 11 Copy	$1.000
Color Copies	Per 11 x 17 Copy	$2.000
Mileage	Per Mile (per IRS)	
Prints/Plots(24x36)	Per Sheet	$3.000
Mylars(24x36)	Per Sheet	$10.500
Sub-Consultants	Cost x 1.1	

MASTER AGREEMENT FOR ENGINEERING SERVICES FOR THE SANTA FE REGIONAL AIRPORT

EXHIBIT V
FAA MANDATORY CONTRACTUAL REQUIREMENTS
TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

   a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions**. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued Pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds $150,000.

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies

that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201*et seq*).

FEDERAL LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The consultant has full responsibility to monitor compliance to the referenced statute or regulation. The consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

CERTIFICATION REGARDING LOBBYING

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under

grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

OCCUPATIONAL SAFETY AND HEALTH ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and

c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

(1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
(2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
(3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

End of Exhibit V

EXHIBIT VI SAMPLE TASK ORDER
TASK ORDER NO.

TASK TITLE:_____

The OWNER directs the ENGINEER/ARCHITECT to provide services as described below:

_____

_____

_____

The ENGINEER/ARCHITECT estimates the period of performance to be as follows:
Services to be rendered within _____ days after receipt of approval from OWNER, to be ready to advertise for bids by _____ to be commensurate with FAA funding schedule.

The ENGINEER/ARCHITECT will be paid on Lump Sum basis as stated based upon the following estimate of the level of effort:

Manhours: (specify estimated manhours per position and billing rate)

Manhour & Fee Estimate:

_____	____	Hrs. $_____/hr =	_____ $
_____	____	Hrs. $_____/hr =	_____ $
_____	____	Hrs $_____/hr =	_____ $
_____	____	Hrs $_____/hr =	_____ $
_____	____	Hrs. $_____/hr =	_____ $
_____	____	Hrs. $_____/hr =	_____ $

Subconsultants and Other Reimbursable Expenses:

Copies, _____	_____ $
Large plots, _____	_____ $
Meals, _____	_____ $
Lodging, _____	_____ $
Mileage, _____	_____ $
Postage, _____	_____ $
Supplies _____	_____ $
Bid Advertisement, _____	_____ $
SUBTOTAL	_____ $
NMGRT @ _____ %	_____ $
ESTIMATED TASK ORDER TOTAL	$_____ $

Proposed by ENGINEER/ARCHITECT	**Recommended By**	**Approved by CITY**
_____	_____	_____
Date_____	Date_____	Date_____

Department	Project	P.O. No.	Account Number
_____	_____	_____	_____

For Client Use Only

MASTER AGREEMENT FOR ENGINEERING SERVICES FOR THE SANTA FE REGIONAL AIRPORT

EXHIBIT VII
DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

1. *Resident Project Representative*

   A. Engineer shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist Engineer in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D shall provide full time representation unless representation to a lesser degree is approved by Agency.

   B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in section A.1.05 of Exhibit A of the Agreement are applicable.

   C. The duties and responsibilities of the RPR are as follows:

      1. *General:* RPR is Engineer's agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor, keeping Owner advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.

      2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.

      3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

4. *Liaison*:

   a. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent, assist in providing information regarding the intent of the Contract Documents.

   b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

   c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

6. *Shop Drawings and Samples*:

   a. Record date of receipt of Samples and approved Shop Drawings.

   b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

   c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.

7. M*odifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

8. *Review of Work and Rejection of Defective Work*:

   a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

   b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. *Inspections, Tests, and System Startups*:

   a. Consult with Engineer in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.

   b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

   c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

   d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

10. *Records*:

   a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.

   b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

   c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.

   d. Maintain records for use in preparing Project documentation.

   e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. *Reports*:

   a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. *Completion*:

a. Participate in a Substantial Completion (pre-final) inspection, and assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.

b. Observe Contractor-arranged inspections required by Laws and Regulations applicable to the Work, including but not limited to those performed by public agencies having jurisdiction over the Work.

c. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.

d. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.

3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.

5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.

MASTER AGREEMENT FOR ENGINEERING SERVICES FOR THE SANTA FE REGIONAL AIRPORT

EXHIBIT VIII
INSURANCE CERTIFICATE

CITY OF SANTA FE ITEM # 19-0447
AMENDMENT No. 1TO
MOLZEN CORBIN PROFESSIONAL SERVICES AGREEMENT
ITEM#18-0970

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated September 5, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Molzen Corbin & Associates. (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 the Santa Fe Regional Airport Architect/Engineer services including the basic A/E, and project management required for airport development projects for the next four (4) years.

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

1. **COMPENSATION.**

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by $947,455.83 as described in Exhibit IV(A), so that Article 2 Compensation, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the hourly rates described in Exhibit IV and IV(A). The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed this $1,947,455.83 excluding gross receipts tax this amount is a maximum and not a guarantee that the work assigned to be performed by Contractor

under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. **AGREEMENT IN FULL FORCE.**

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

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 6/13/19

CONTRACTOR:
Molzen Corbin & Associates

K. W. E. E.V.P.
NAME & TITLE

Date: 05/16/19

CRS# 01305771005
Registration # 42293

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK
cc mtg 6.12.2019

APPROVED AS TO FORM:

5/7/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

4/13/19
MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:
52825.572960

EXHIBIT IV(A)

Contract Year	Task Order #	Molzen Corbin Task Description	Funding Source (Local Match of 3% to 10%)	Required Start Date	Required Completion Date	Task Order Costs	Remaining Contract Balance
Year 1		**Beginning Contract Amount**					**$ 250,000.00**
Year 1	2018-1	Currently encumbered as of Apr-2019			Completed	$ 10,919.00	$ 239,081.00
Year 1	2018-2	Taxiway D Phase II design	NMDOT	4/1/2019	10/1/2019	$ 189,909.00	$ 49,172.00
Year 1	2018-3	Conceptual design for terminal expansion	2017 Appropriation	5/1/2019	8/1/2019	$ 53,845.00	$ (4,673.00)
Year 1	2018-4	Parking lot design and construction	2018 Appropriation	5/1/2019	1/1/2020	$ 225,861.00	$ (230,534.00)
Year 1	2018-5	Electrical Vault - electrical upgrades	NMDOT	4/1/2019	10/1/2019	$ 73,102.00	$ (303,636.00)
Year 1	2018-6	Passenger Facility Charge implementation plan	NMDOT	10/1/2019	12/1/2019	$ 75,965.58	$ (379,601.58)
Year 1	2018-7	Taxiway D Observation and testing	NMDOT	10/1/2019	7/1/2020	$ 158,738.00	$ (538,339.58)
Year 1	2018-8	Taxiway D Bidding and Construction	NMDOT	10/1/2019	7/1/2020	$ 97,087.50	$ (635,427.08)
		Task Order Total				$ 885,427.08	
		Requested Additional Amount for Contract, Year 1				**$ 635,427.08**	

Contract Year	Task Order #	Molzen Corbin Task Description		Required Start Date	Required Completion Date	Task Order Costs	Remaining Contract Balance
Year 2		**Beginning Contract Amount**					**$ 250,000.00**
Year 2	Unassigned	Taxiway G Design	FAA / NMDOT	12/1/2019	3/1/2020	$ 71,197.50	178,802.50
Year 2	Unassigned	Terminal Design	2019 Appropriation	12/1/2019	6/1/2020	$ 490,831.25	(312,028.75)
		Estimated Task Order Total				$ 562,028.75	
		Requested Additional Amount for Contract, Year 2				**$ 312,028.75**	
		Requested Additional Contract Amount Total				**$ 947,455.83**	
		Original Contract Amount: PSA #18-0970				$ 1,000,000.00	
		Total Amount Payable Not to Exceed				**$ 1,947,455.83**	

ITEM # 19-0841

CITY OF SANTA FE
AMENDMENT No. 2 TO
MOLZEN CORBIN PROFESSIONAL SERVICES AGREEMENT
ITEM#18-0970

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated September 5, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Molzen Corbin & Associates. (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 the Santa Fe Regional Airport Architect/Engineer services including the basic A/E, and project management required for airport development projects for the next four (4) years.

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

1. **COMPENSATION.**

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by $111,628.52 including gross receipts tax as described in Exhibit IV(B), so that Article 2 Compensation, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the hourly rates described in Exhibit IV, IV(A) and IV(B). The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $2,059,084.35. 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.2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 10/30/19

CONTRACTOR:
Molzen Corbin & Associates

K. W. Ett.
NAME & TITLE

Date: 10/11/19

CRS# 01305771005
Registration # 42293

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK
9-25-19 CC Mtg

APPROVED AS TO FORM:

9/18/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

Mary McCoy
MARY MCCOY, FINANCE DIRECTOR AU
Org/Object Numbers: 5450907, 572960

MOLZEN-CORBIN & ASSOCIATES
STANDARD BILLING RATES
JULY 15, 2018

DEPARTMENT	BILLING CATEGORIES	CURRENT RATE
Architectural	Principal Architect	$215
	Senior Architect	$180
	Project Architect	$165
	Registered Architect	$115
	Intern Architect 2	$100
	Intern Architect 1	$80
	Senior Architectural Designer	$118
	Architectural Designer I	$100
	Planner	$90
	Landscape/Irrigation Designer	$90
Civil Engineering	Principal Engineer	$215
	Senior Engineer	$195
	Project Engineer	$185
	Professional Engineer	$170
	Engineering Intern II	$105
	Engineering Intern I	$95
	Senior Civil Design Specialist	$195
	Engineering Design Specialist	$120
	Engineering Design Tech	$110
	Associate Engineering Design Tech	$95
Electrical Engineering	Principal Engineer	$215
	Senior Engineer	$190
	Project Engineer	$160
	Professional Engineer	$135
	Engineering Intern II	$120
	Engineering Intern I	$95
	Engineering Design Specialist	$105
	Engineering Design Tech	$100
	Associate Engineering Design Tech	$85
Mechanical	Senior Mechanical	$165
Water Resources Engineering	Principal Engineer	$215
	Senior Engineer	$180
	Project Engineer	$155
	Professional Engineer	$130
	Engineering Intern II	$105
	Engineering Intern I	$95
	Sr. Engineering Design Specialist	$135
	Engineering Design Specialist	$115
	Engineering Design Tech	$110
	O & M Specialist	$100
	Associate Engineering Design Tech	$80
CADD / Survey	CADD Operator II	$70
	CADD Operator I	$60
	Survey Technician	$65
	Two Person Survey Crew	$170
	Two Person GPS Survey Crew	$195
	Licensed Surveyor	$185
Construction Observation	Senior Observer/Manager	$95
	Senior Observer	$90
	Observer	$80
Administration	Administrative Aide II	$55
	Administrative Aide I	$45
	Administrative Support	$80
	Grants/Technical Administrator	$95
	Computer Technician	$105
	Senior Technical Writer / Editor	$80

Miscellaneous Expenses		
Copies	Per Copy	$0.110
Color Copies	Per 8 1/2 x 11 Copy	$1.000
Color Copies	Per 11 x 17 Copy	$2.000
Mileage	Per Mile (per IRS)	
Prints/Plots(24x36)	Per Sheet	$3.000
Mylars(24x36)	*Per Sheet*	$10.500
Sub-Consultants	Cost x 1.1	

EXHIBIT
tabbies
IV

EXHIBIT IV(A)

Contract Year	Task Order #	Molzen Corbin Task Description	Funding Source (Local Match of 3% to 10%)	Required Start Date	Required Completion Date	Task Order Costs	Remaining Contract Balance
Year 1		**Beginning Contract Amount**					**$ 250,000.00**
Year 1	2018-1	Currently encumbered as of Apr-2019			Completed	$ 10,919.00	$ 239,081.00
Year 1	2018-2	Taxiway D Phase II design	NMDOT	4/1/2019	10/1/2019	$ 189,909.00	$ 49,172.00
Year 1	2018-3	Conceptual design for terminal expansion	2017 Appropriation	5/1/2019	8/1/2019	$ 53,845.00	$ (4,673.00)
Year 1	2018-4	Parking lot design and construction	2018 Appropriation	5/1/2019	1/1/2020	$ 225,861.00	$ (230,534.00)
Year 1	2018-5	Electrical Vault - electrical upgrades	NMDOT	4/1/2019	10/1/2019	$ 73,102.00	$ (303,636.00)
Year 1	2018-6	Passenger Facility Charge implementation plan	NMDOT	10/1/2019	12/1/2019	$ 75,965.58	$ (379,601.58)
Year 1	2018-7	Taxiway D Observation and testing	NMDOT	10/1/2019	7/1/2020	$ 158,738.00	$ (538,339.58)
Year 1	2018-8	Taxiway D Bidding and Construction	NMDOT	10/1/2019	7/1/2020	$ 97,087.50	$ (635,427.08)
		Task Order Total				$ 885,427.08	
		Requested Additional Amount for Contract, Year 1				**$ 635,427.08**	

Contract Year	Task Order #	Molzen Corbin Task Description		Required Start Date	Required Completion Date	Task Order Costs	Remaining Contract Balance
Year 2		**Beginning Contract Amount**					**$ 250,000.00**
Year 2	Unassigned	Taxiway G Design	FAA / NMDOT	12/1/2019	3/1/2020	$ 71,197.50	178,802.50
Year 2	Unassigned	Terminal Design	2019 Appropriation	12/1/2019	6/1/2020	$ 490,831.25	(312,028.75)
		Estimated Task Order Total				$ 562,028.75	
		Requested Additional Amount for Contract, Year 2				**$ 312,028.75**	
		Requested Additional Contract Amount Total				**$ 947,455.83**	
		Original Contract Amount: PSA #18-0970				$ 1,000,000.00	
		Total Amount Payable Not to Exceed				**$ 1,947,455.83**	



TASK ORDER FOR
PROFESSIONAL SERVICES AGREEMENT BETWEEN
MOLZEN-CORBIN & ASSOCIATES (ENGINEER)
AND CITY OF SANTA FE (OWNER), DATED September 5, 2018.

TASK ORDER NO. 2018-9

TASK TITLE: 20 Approach RSA Grading Design Services

The Owner directs the Engineer/Architect to provide services as described below:
Provide design, bidding and some construction administration services for the RW 20 RSA. Approximately 500'X1,000' RSA with additional area as needed for grading.

The Engineer/Architect estimates the period of performance to be as follows:
Services to be rendered within 600 days after receipt of written notice to proceed from Airport Manager. Anticipated construction completion date date is June 30, 2019.

The Engineer/Architect will be paid on a lump sum basis, based upon the following estimate of the level of effort:

Manhours: (specify estimated manhours per position and billing rate).

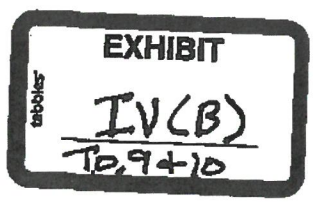
Manhour & Fee Estimate:

Senior Engineer	115.5 Hrs.	$ 195.00 /hr =	22,522.50
Engineering Intern I	11 Hrs.	$ 95.00 /hr =	1,045.00
Engineering Design Specialist	136 Hrs.	$ 120.00 /hr =	16,320.00
Administrative Grants/Tech	6 Hrs.	$ 95.00 /hr =	570.00
Administrative Support	20 Hrs.	$ 90.00 /hr =	1,800.00
GPS Survey Crew	1 LS.	$ N/A /hr =	10,860.00

Subconsultants and Other Reimbursable Expenses:

In House Copies 2,000 @ 0.11	220.00
In House Color 8.5 X 11 Copies 20 @ 1.00	20.00
In House Color 11X17 Copies 20 @ 2.00	40.00
Commercial Copies 5,000 @ 0.06	300.00
Commercial Plots 100 @ 1.02	102.00
Mileage 3,000 @ 0.58	1,740.00

SUBTOTAL			**55,539.50**
NMGRT @	**7.8750**	**%**	**4,373.74**
ESTIMATED TASK ORDER TOTAL		**$**	**59,913.24**



Proposed by ENGINEER/ARCHITECT	Recommended By	Approved by CITY
Date_____	Date_____	Date_____

Aviation			
Department	Project	P.O. No.	Account Number

For Client Use Only

MOLZENCORBIN

PROJECT INFORMATION SHEET
SAF RW 20 RSA
City of Santa Fe
Kent Freier, PE

9/16/2019

Is this a new budget or a revision?

If revision give number of revision

Project Number Assigned: (If revision, enter number here)

CLIENT INFORMATION

Client Name	City of Santa Fe		
Client Contact Name	Mark Baca		
Client Email Address (ONLY IF NEW CLIENT)			
Client Address (ONLY IF NEW CLIENT)			
Client City, State and Zip (ONLY IF NEW CLIENT			
Client Phone Number (ONLY IF NEW CLIENT)			

PROJECT INFORMATION

Start Date:		Approx. End Date:	
Project Description:			
	Earthwork, grading for preparation of a RSA Surface off the north end of the 20 approach to meet FAA standards		
Customer Needs:			
	Get the RSA fixed ASAP		
Funding Agency:	City of Santa Fe	Funding Agency No.:	

AGREEMENT INFORMATION

Type of Agreement:	Lump Sum	Calculated Contract Amount	
If Multiplier, give multiplier:			

CIVIL MANHOUR ESTIMATE
SAF RW 20 RSA
City of Santa Fe
Kent Freier, PE

MOLZENCORBIN

		CIVIL										ADMINISTRATION					
No.	Project Task	Principal Engineer	Senior Engineer	Professional Engineer	Engineering Intern II	Engineering Intern I	Senior Design Specialist	Engineering Design Specialist	Design Technician	Associate Design Technician	Departmental Totals	ADMIN - Aide 2	ADMIN - Support	ADMIN - Grants/ Tech. Administrator	ADMIN - Computer Tech.	ADMIN. Totals	Grand Totals
I.	Truck Canopy Slab Modifications																
1																	
2																	
3	CADD Management																
4	Project Management																
5	Quality Assurance																
	[illegible]																
	[illegible]																
II.	Preliminary Design/Schematics (30%)																
1																	
2																	
3	CADD Management																
4	Project Management																
5	Quality Assurance																
	[illegible]																
	[illegible]																
III.	Design Development (60%)																
1																	
2																	
3	CADD Management																
4	Project Management																
5	Quality Assurance																
	[illegible]																
	[illegible]																
IV.	Construction Documents (90%)																
1																	
2																	
3	CADD Management																
4	Project Management																
5	Quality Assurance																
	[illegible]																
	[illegible]																
V.	Final Design (100%)																
1	Title Sheet		0.50					1.00									
2	Loc. Vicinity, etc.		0.50					1.00									
3	ALP		0.50					1.00									
4	CSPP		2.00					9.00									
5	Site Plan		7.00					9.00									
6	Grading Plans		7.00					40.00									
7	Plan and Profile		3.00					16.00									
8	X Sections		3.00					16.00									
9	Marking		3.00					9.00									
10	Lighting		3.00					9.00									
11	Details		3.00					4.00									
12	Utility Coordination		4.00					6.00									
13	Survey/Lidar Coordination							9.00									
14	Seeding					8.00											
15	Specifications and Contract Docs		18.00			2.00							18.00				
16	Estimates		4.00			1.00											
17																	
18																	
19																	
20																	
21																	
22	CADD Management																
23	Project Management																
24	Quality Assurance																
	[illegible]																

CIVIL MANHOUR ESTIMATE
SAF RW 20 RSA
City of Santa Fe
Kent Freier, PE

MOLZENCORBIN

		CIVIL									ADMINISTRATION					
No.	Project Task	Principal Engineer	Senior Engineer	Professional Engineer	Engineering Intern II	Engineering Intern I	Senior Design Specialist	Engineering Design Specialist	Design Technician	Associate Design Technician	Departmental Totals	ADMIN - Aide 2	ADMIN - Support	ADMIN - Grants/ Tech. Administrator	ADMIN - Computer Tech.	ADMIN. Totals	Grand Totals
VI.	**Bidding/Award**																
1	Advertise for bids		2.00										2.00				
2	Pre-Bid Meeting/Conference		4.00														
3	Bid Open/Negotiate		6.00														
4	Contract Documents		1.00											6.00			
5																	
6	**Project Management**																
7	**Quality Assurance**																
	Subtotal Hours Bidding/Award	0.00	13.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	2.00	6.00	0.00		
	Subtotal Fees Bidding/Award	$0.00	$2,535.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$180.00	$570.00	$0.00		
VII.	**Construction Admin. Services**																
1	Pre Construction Conference.		4.00														
2	Site Visits		40.00					6.00									
3																	
4																	
5																	
6																	
7																	
8																	
9	**Project Management**																
10	**Quality Assurance**																
	Subtotal Hours Construction Admin. Services	0.00	44.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00		0.00	0.00	0.00	0.00		
	Subtotal Fees Construction Admin. Services	$0.00	$8,580.00	$0.00	$0.00	$0.00	$0.00	$840.00	$0.00	$0.00		$0.00	$0.00	$0.00	$0.00		
VIII.	**Closeout**																
1																	
2																	
3	**Project Management**																
4	**Quality Assurance**																
	Subtotal Hours Closeout	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00		
	Subtotal Fees Closeout	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	$0.00	$0.00		
	Total Hours	0.00	57.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00		0.00	2.00	6.00	0.00		
	Total Fees	$0.00	$11,115.00	$0.00	$0.00	$0.00	$0.00	$840.00	$0.00	$0.00		$0.00	$180.00	$570.00	$0.00		
	Rate	$215.00	$195.00	$130.00	$105.00	$95.00	$140.00	$120.00	$110.00	$85.00		$65.00	$90.00	$95.00	$105.00		

ACCOUNTING INFORMATION
SAF RW 20 RSA
City of Santa Fe
Kent Freier, PE

MOLZENCORBIN

Enter Budget using Phases

Yes/No

Breakdown of Hours by Phase and Department

Hours	Architectural Hours	Civil Hours	Electrical Hours	Mechanical Hours	Water Resources Hours	ADMIN. Hours	Total Hours
Pre-Design/Study/Programming							
Preliminary Design/Schematics (30%)							
Design Development (60%)							
Construction Documents (90%)							
Final Design (100%)							
Bidding/Award							
Construction Admin. Services							
Closeout							
Total							

Breakdown of Fees by Phase and Department

Cost	Architectural Fees	Civil Fees	Electrical Fees	Mechanical Fees	Water Resources Fees	ADMIN. Fees	Total Fees
Pre-Design/Study/Programming							
Preliminary Design/Schematics (30%)							
Design Development (60%)							
Construction Documents (90%)							
Final Design (100%)							
Bidding/Award							
Construction Admin. Services							
Closeout							
Total							

TOTAL SUBS-BASIC FEE	
TOTAL OTHER DIRECT EXPENSES	
TOTAL BASIC FEE	

CONTRACT AMOUNT
SAF RW 20 RSA
City of Santa Fe

MOLZENCORBIN

Kent Freier, PE

					CALCULATED CONTRACT AMOUNT
BASIC FEE (Labor)					
SUBTOTAL LABOR					$42,257.60
OTHER DIRECT SUBCONSULTANTS	Sub Type	Phase			
SUBTOTAL OTHER DIRECT SUBCONSULTANTS					$0.00
Reimbursable Markup (if any)			10%		$0.00
SUBTOTAL OTHER DIRECT SUBCONSULTANTS				$0.00	$0.00
OTHER DIRECT EXPENSES (ODE'S)		Quantity			
In-House Copies	$0.11	2,000.00			
In-House Color Copies (8 1/2 x 11)	$1.00	20.00			
In-House Color Copies (11 x 17)	$2.00	20.00			
In-House Large Format Plots	$3.00				
Commercial Copies	$0.06	5,000.00			
Commercial Prints	$1.02	100.00			
Commercial Color Copies	$1.50				
In-House or Commercial Mylars	$10.50				
Mileage	$0.580	3,000.00			
Commercial Travel					
Lodging-Per Diem (Verify With Accounting	$94.00				
Meals - Per Diem (per person /day) (Verify With Accounting)	$55.00				
Photo					
Postage					
Supplies					
SUBTOTAL OTHER DIRECT EXPENSES					$2,422.00
TOTAL BASIC FEE					$44,679.50
REIMBURSABLE SUBCONSULTANTS		Phase			
Subconsultant Subtotal				$0.00	$0.00
Mark-up (if any)			10%		$0.00
Observation Total From Observation Contract Amount (Excluding GRT)					$0.00
In House Survey From Survey Contract Amount (Excluding GRT)					$10,860.00
SUBTOTAL ADDITIONAL SERVICES				$0.00	$10,860.00
REIMBURSABLES		Quantity			
In-House Copies	$0.11	0.00			
In-House Color Copies (8 1/2 x 11)	$1.00	0.00			
In-House Color Copies (11 x 17)	$2.00	0.00			
In-House Large Format Prints	$3.00				
In-House Large Format Plots	$3.00				
Commercial Copies	$0.06	0.00			
Commercial Prints	$1.02	0.00			
Commercial Color Copies	$1.50				
In-House or Commercial Mylars	$10.50				
Mileage	$0.545	0.00			
Bidding Documents (Specs & Plans)					
Commercial Travel					
Lodging-Per Diem (per person/per day)	$89.00				
Meals - Per Diem (per person /per day)	$51.00				
Photo					
Postage					
Supplies/Misc.					
SUBTOTAL REIMBURSABLES					$0.00
SUBTOTAL BASIC FEE, ADD. SERVICES, REIMBURSABLES					$55,539.50
NMGRT			7.8750%	INFO ONLY LC 8.3125	$4,373.74
TOTAL				INFO ONLY Carlsbad 7.6458	$59,913.24

MOLZENCORBIN

			COST	PROJECTED FEE
SURVEY				
Estimated Field Survey Days		5		
REIMBURSABLE SUBCONSULTANTS		Task		
			$0.00	
			$0.00	
			$0.00	
			$0.00	
			$0.00	
Subconsultant Subtotal			$0.00	$0.00
Mark-up (if any)		10%		$0.00
SUBTOTAL REIMBURSABLE SUBCONSULTANTS				$0.00
REIMBURSABLE EXPENSES		Quantity		
In-House Copies	$0.11			
In-House Color Copies (8 1/2 x 11)	$1.00			
In-House Color Copies (11 x 17)	$2.00			
In-House Large Format Plots	$3.00			
Mileage	$0.580			
Commercial Travel				
Lodging - Per Diem (Survey Crew /night)	$94.00		$470.00	
Meals - Per Diem (per person /day)	$55.00		$550.00	
Photo				
Postage				
Supplies/Misc.				
Reimbursables Subtotal			$1,020.00	$1,020.00
Reimbursable Markup (if any)		0%		$0.00
SUBTOTAL REIMBURSABLE EXPENSES			$1,020.00	$1,020.00
SUBTOTAL BASIC FEE, ADD. SERVICES, REIMBURSABLES			$1,020.00	$10,860.00
NMGRT		7.8750%	INFO ONLY LC 8.3125	$855.23
TOTAL			INFO ONLY Carlsbad 7.6458	$11,715.23

TASK ORDER FOR
PROFESSIONAL SERVICES AGREEMENT BETWEEN
MOLZEN CORBIN AND CITY OF SANTA FE
DATED September 5, 2018.

TASK ORDER
TASK ORDER NO. 2018-10

TASK TITLE: RW 20 Approach RSA Grading Observation and Testing

The OWNER directs the ENGINEER/ARCHITECT to provide services as described below:
Provide construction observation and materials testing services during construction.

The ENGINEER/ARCHITECT estimates the period of performance to be as follows:
Services to be rendered within 10 days after receipt of approval from OWNER, to be ready to advertise for bids by N/A to be commensurate with FAA funding schedule.

The ENGINEER/ARCHITECT will be paid on Time and Materials basis as stated based upon the following estimate of the level of effort:

Manhours: (specify estimated manhours per position and billing rate)

Manhour & Fee Estimate:

Senior Construction Observer	360 Hrs.	$ 85.00 /hr =		$30,600.00

Subconsultants and Other Reimbursable Expenses:

In House Copies 8.5X11, 1,000 @ 0.11	$110.00
In House Color Copies 8.5X11, 20 @ 1.00	$20.00
In House Color Copies 11X171, 50 @ 2.00	$100.00
In House Large Format Plots, 20 @ 3.00	$60.00
Mileage, 10,000 @ 0.545	$5,800.00
Postage	$50.00
Supplies	$200.00
GeoTest (Materials Testing)	$11,000.00

SUBTOTAL		**$47,940.00**
NMGRT @	**7.875 %**	**$3,775.28**
ESTIMATED TASK ORDER TOTAL	**$**	**$51,715.28**

Proposed by ENGINEER	**Recommended By**	**Approved by CITY**
Date	Date	Date

Department	Project	P.O. No.	Account Number

For Client Use Only

TO-10

197

MOLZENCORBIN

PROJECT INFORMATION SHEET
RW 20 RSA Grading
City of Santa Fe
Kent Freier

9/17/2019

Is this a new budget or a revision?

If revision give number of revision

Project Number Assigned: (If revision, enter number here)

CLIENT INFORMATION

Client Name	City of Santa Fe
Client Contact Name	
Client Email Address (ONLY IF NEW CLIENT)	
Client Address (ONLY IF NEW CLIENT)	
Client City, State and Zip (ONLY IF NEW CLIENT	
Client Phone Number (ONLY IF NEW CLIENT)	

PROJECT INFORMATION

Start Date:		Approx. End Date:	
Project Description:	O&T for earthwork and grading on the 20 RSA		
Customer Needs:			
Funding Agency:	City of Santa Fe	Funding Agency No.:	Special Appropriation from Legislature

AGREEMENT INFORMATION

Type of Agreement:	Time and Materials	Calculated Contract Amount	
If Multiplier, give multiplier:			

ACCOUNTING INFORMATION
RW 20 RSA Grading
City of Santa Fe
Kent Freier

MOLZENCORBIN

Enter Budget using Phases

Yes/No

Breakdown of Hours by Phase and Department

Hours	Architectural Hours	Civil Hours	Electrical Hours	Mechanical Hours	Water Resources Hours	ADMIN. Hours	Total Hours
Pre-Design/Study/Programming							
Preliminary Design/Schematics (30%)							
Design Development (60%)							
Construction Documents (90%)							
Final Design (100%)							
Bidding/Award							
Construction Admin. Services							
Closeout							
Total							

Breakdown of Fees by Phase and Department

Cost	Architectural Fees	Civil Fees	Electrical Fees	Mechanical Fees	Water Resources Fees	ADMIN. Fees	Total Fees
Pre-Design/Study/Programming							
Preliminary Design/Schematics (30%)							
Design Development (60%)							
Construction Documents (90%)							
Final Design (100%)							
Bidding/Award							
Construction Admin. Services							
Closeout							
Total							

TOTAL SUBS-BASIC FEE	
TOTAL OTHER DIRECT EXPENSES	
TOTAL BASIC FEE	

OBSERVATION CALCULATION
RW 20 RSA Grading
City of Santa Fe

MOLZENCORBIN

Kent Freier

Estimated Construction Length in Months 2

			COST	PROJECTED FEE
OBSERVATION				
Total Labor From Observation Calculation			[redacted]	[redacted]
REIMBURSABLE SUBCONSULTANTS				
Geotest, Inc.			$10,000.00	
			$0.00	
			$0.00	
			$0.00	
Subconsultant Subtotal				$10,000.00
Mark-up (if any)		10%		$1,000.00
SUBTOTAL REIMBURSABLE CONSULTANTS				$11,000.00
REIMBURSABLE EXPENSES		**Quantity**		
In-House Copies	$0.11	1,000.00	$110.00	
In-House Color Copies (8 1/2 x 11)	$1.00	20.00	$20.00	
In-House Color Copies (11 x 17)	$2.00	50.00	$100.00	
In-House Large Format Plots	$3.00	20.00	$60.00	
Mileage	$0.580	10,000.00	$5,800.00	
Commercial Travel				
Lodging - Per Diem (Observer /night)	$94.00	[redacted]	$0.00	
Meals - Per Diem (per person /day)	$55.00	[redacted]	$0.00	
Photo				
Postage			$50.00	
Supplies/Misc.			$200.00	
Reimbursable Subtotal				$6,340.00
Markup (if any)		0%		$0.00
SUBTOTAL REIMBURSABLE EXPENSES			$0.00	$6,340.00
SUBTOTAL BASIC FEE, ADD. SERVICES, REIMBURSABLES				$47,940.00
NMGRT		7.8750%	INFO ONLY LC 8.3125	$3,775.28
TOTAL			INFO ONLY Carlsbad 7.6458	$51,715.28

CONTRACT AMOUNT
RW 20 RSA Grading
City of Santa Fe

MOLZENCORBIN

Kent Freier

			COST	CALCULATED CONTRACT AMOUNT
BASIC FEE (Labor)				
SUBTOTAL LABOR				$0.00
OTHER DIRECT SUBCONSULTANTS	Sub Type	Phase		
SUBTOTAL OTHER DIRECT SUBCONSULTANTS				$0.00
Reimbursable Markup (if any)		10%		$0.00
SUBTOTAL OTHER DIRECT SUBCONSULTANTS			$0.00	$0.00
OTHER DIRECT EXPENSES (ODE'S)		Quantity		
In-House Copies	$0.11			
In-House Color Copies (8 1/2 x 11)	$1.00			
In-House Color Copies (11 x 17)	$2.00			
In-House Large Format Plots	$3.00			
Commercial Copies	$0.06			
Commercial Prints	$1.02			
Commercial Color Copies	$1.50			
In-House or Commercial Mylars	$10.50			
Mileage	$0.580			
Commercial Travel				
Lodging-Per Diem (Verify With Accounting	$94.00			
Meals - Per Diem (per person /day) (Verify With Accounting)	$55.00			
Photo				
Postage				
Supplies				
SUBTOTAL OTHER DIRECT EXPENSES				$0.00
TOTAL BASIC FEE				$0.00
REIMBURSABLE SUBCONSULTANTS		Phase		
Subconsultant Subtotal			$0.00	$0.00
Mark-up (if any)		10%		$0.00
Observation Total From Observation Contract Amount (Excluding GRT)				$47,940.00
In House Survey From Survey Contract Amount (Excluding GRT)				$0.00
SUBTOTAL ADDITIONAL SERVICES			$0.00	$47,940.00
REIMBURSABLES		Quantity		
In-House Copies	$0.11			
In-House Color Copies (8 1/2 x 11)	$1.00			
In-House Color Copies (11 x 17)	$2.00			
In-House Large Format Prints	$3.00			
In-House Large Format Plots	$3.00			
Commercial Copies	$0.06			
Commercial Prints	$1.02			
Commercial Color Copies	$1.50			
In-House or Commercial Mylars	$10.50			
Mileage	$0.545			
Bidding Documents (Specs & Plans)				
Commercial Travel				
Lodging-Per Diem (per person/per day)	$89.00			
Meals - Per Diem (per person /per day)	$51.00			
Photo				
Postage				
Supplies/Misc.				
SUBTOTAL REIMBURSABLES				$0.00
SUBTOTAL BASIC FEE, ADD. SERVICES, REIMBURSABLES				**$47,940.00**
NMGRT		7.8750%	**INFO ONLY LC 8.3125**	$3,775.28
TOTAL			**INFO ONLY Carlsbad 7.6458**	**$51,715.28**

ITEM # 02-0204

CITY OF SANTA FE
AMENDMENT No. 3 TO
MOLZEN CORBIN PROFESSIONAL SERVICES AGREEMENT
ITEM#18-0970

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated September 5, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Molzen Corbin & Associates. (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 the Santa Fe Regional Airport Architect/Engineer services including the basic A/E, and project management required for airport development projects for the next four (4) years.

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 2, paragraph A of the agreement is amended to increase the amount of compensation by $1,564,271.59 including gross receipts tax as described in Exhibit "IV", so that Article 2 Compensation, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the hourly rates described in Exhibit IV,). The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $3,623,355.94. 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. 3 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 4/10/2020

CONTRACTOR:
Molzen Corbin & Associates

See Attached
NAME & TITLE

Date:
CRS# 01305771005
Registration # 42293

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
BB MG 4/8/20

CITY ATTORNEY'S OFFICE:

MDM 4/8/20
SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCES:

Mary McCoy 4/9/20
MARY MCCOY, FINANCE DIRECTOR

Org/Object Numbers: 5450407.572960

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: _____

CONTRACTOR:
Molzen Corbin & Associates

NAME & TITLE Vice President

Date: 4/4/2020

CRS# 01305771005
Registration # 42293

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

MDM 4/8/20
SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCES:

MARY MCCOY, FINANCE DIRECTOR

Org/Object Numbers: 5450407.572960

TASK ORDER FOR
PROFESSIONAL SERVICES AGREEMENT BETWEEN
MOLZEN-CORBIN & ASSOCIATES (ENGINEER)
AND CITY OF SANTA FE (OWNER), DATED September 5, 2018.

TASK ORDER NO. 2018-15

TASK TITLE: Prepare ALP Update for Recent Project Completions to Comply with FAA Regulations.

The Owner directs the Engineer/Architect to provide services as described below:
Prepare ALP update to reflect the following recent project changes: TW K Extension, Spectra Hangars, Elling Hanar, Reconfigured TW D, New Electrical Vault, Jet Center of SF New Hangar, Contours for 20 RSA (recent project), Terminal Parking Lot Expansion,Terminal Building Expansion

The Engineer/Architect estimates the period of performance to be as follows:
Services to be rendered within 90 days after receipt of written notice to proceed from Airport Manager.
Anticipated to be a 100% grant from the NMDOT Aviation Division.

The Engineer/Architect will be paid on a lump sum basis, based upon the following estimate of the level of effort:

Manhours: (specify estimated manhours per position and billing rate).

Manhour & Fee Estimate:

Senior Civil Engineer	53 Hrs.	$ 195.00 /hr =	10,335.00
Professional Engineer	24 Hrs.	$ 130.00 /hr =	3,120.00
Engineering Design Specialist	143 Hrs.	$ 120.00 /hr =	17,160.00
Administrative Aide	4 Hrs.	$ 65.00 /hr =	260.00
Coffman Associates	1 LS	$ N/A /hr =	5,416.40

Subconsultants and Other Reimbursable Expenses:

In House Copies 1,000 @ 0.11	110.00
In House Color 8.5 X 11 Copies 20 @ 1.00	20.00
In House Color 11X17 Copies 100 @ 2.00	200.00
In House Large Format Plots, 100 @ $3.00	300.00
Mileage 120 @ 0.575	69.00
Meals 2 @ 55.00	110.00
Postage 1 @ 100.00	100.00
Supplies 1 @ 200.00	200.00
SUBTOTAL	**37,400.40**
NMGRT @ 7.8750 %	**2,945.28**
ESTIMATED TASK ORDER TOTAL	**$ 40,345.68**

Proposed by ENGINEER	Recommended By	Approved by CITY
K. W. E.		
Date 11/09/2020	Date	Date

Aviation			
Department	Project	P.O. No.	Account Number

For Client Use Only

MOLZENCORBIN

PROJECT INFORMATION SHEET
ALP Update
City of Santa Fe
Kent Freier, PE

4/28/2020

Is this a new budget or a revision?
New
If revision give number of revision

Project Number Assigned: (If revision, enter number here)

CLIENT INFORMATION

Client Name	City of Santa Fe
Client Contact Name	Mark Baca
Client Email Address (ONLY IF NEW CLIENT)	
Client Address (ONLY IF NEW CLIENT)	
Client City, State and Zip (ONLY IF NEW CLIENT	
Client Phone Number (ONLY IF NEW CLIENT)	

PROJECT INFORMATION

Start Date:	06/01/20	Approx. End Date:	12/30/20
Project Description:	Prepare ALP Update. TW K Extension, Spectra Hangars, Eling Hanar, Reconfigured TW D, New Electrical Vault, Jet Center of SF New Hangar, Contours for 20 RSA (recent project), Terminal Parking Lot Expansion,Terminal Building Expansion		
Customer Needs:	To utilize a 100% grant from State to complete this ALP Update. Scope above.		
Funding Agency:	NMDOT AD	Funding Agency No.:	Not available yet.

AGREEMENT INFORMATION

Type of Agreement:	Lump Sum	Calculated Contract Amount	$37,400.40
If Multiplier, give multiplier:			

CIVIL MANHOUR ESTIMATE
ALP Update
City of Santa Fe
Kent Freier, PE

MOLZENCORBIN

		CIVIL										ADMINISTRATION					
No.	Project Task	Principal Engineer	Senior Engineer	Professional Engineer	Engineering Intern II	Engineering Intern I	Senior Design Specialist	Engineering Design Specialist	Design Technician	Associate Design Technician	Departmental Totals	ADMIN - Aide 2	ADMIN - Support	ADMIN - Grants Tech. Administrator	ADMIN - Computer Tech.	ADMIN. Totals	Grand Totals
I.	Pre-Design/Study/Programming																
1											0.00					0.00	0.00
2	CADD Management										0.00					0.00	0.00
3	Project Management										0.00					0.00	0.00
4	Quality Assurance										0.00					0.00	0.00
	Subtotal Hours Pre-Design/Study/Programming	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Subtotal Fees Pre-Design/Study/Programming	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
II.	Preliminary Design/Schematics (30%)																
1											0.00					0.00	0.00
2	CADD Management										0.00					0.00	0.00
3	Project Management										0.00					0.00	0.00
4	Quality Assurance										0.00					0.00	0.00
	Subtotal Hours Preliminary Design/Schematics (30%)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Subtotal Fees Preliminary Design/Schematics (30%)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
III.	Design Development (60%)																
1											0.00					0.00	0.00
2	CADD Management										0.00					0.00	0.00
3	Project Management										0.00					0.00	0.00
4	Quality Assurance										0.00					0.00	0.00
	Subtotal Hours Design Development (60%)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Subtotal Fees Design Development (60%)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
IV.	Construction Documents (90%)																
1											0.00					0.00	0.00
2	CADD Management										0.00					0.00	0.00
3	Project Management										0.00					0.00	0.00
4	Quality Assurance										0.00					0.00	0.00
	Subtotal Hours Construction Documents (90%)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Subtotal Fees Construction Documents (90%)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
V.	Final Design (100%)																
1	TW K Extension		1.00					4.00			5.00					0.00	5.00
2	Spectra Hangars		1.00					4.00			5.00					0.00	5.00
3	Elling Hangar		2.00					4.00			6.00					0.00	6.00
4	Reconfigured TW D		1.00	8.00				16.00			25.00					0.00	25.00
5	20 Approach RSA contours		1.00	16.00				30.00			47.00					0.00	47.00
6	New Electrical Vault		1.00					2.00			3.00					0.00	3.00
7	Jet Center of SF Hangars		4.00					8.00			12.00					0.00	12.00
8	Terminal parking Lot Expansion		8.00					16.00			24.00					0.00	24.00
9	Terminal Building Expansion		8.00					24.00			32.00					0.00	32.00
10	Coordination meetings with City of SF		8.00					1.00			9.00					0.00	9.00
11	Coordination with Coffman		8.00					16.00			24.00					0.00	24.00
12	Printing of Preliminary ALP Drawings		1.00					2.00			3.00	2.00				2.00	5.00
13	Corrections/Address comments		4.00					8.00			12.00					0.00	12.00
14	Final printing		1.00					8.00			9.00	2.00				2.00	11.00
15	Grants administration		4.00								4.00					0.00	4.00
16											0.00					0.00	0.00
17											0.00					0.00	0.00
18											0.00					0.00	0.00
19											0.00					0.00	0.00
20											0.00					0.00	0.00
21											0.00					0.00	0.00
22	CADD Management										0.00					0.00	0.00
23	Project Management										0.00					0.00	0.00
24	Quality Assurance										0.00					0.00	0.00
	Subtotal Hours Final Design (100%)	0.00	53.00	24.00	0.00	0.00	0.00	143.00	0.00	0.00	220.00	4.00	0.00	0.00	0.00	4.00	224.00
	Subtotal Fees Final Design (100%)	$0.00	#########	$3,120.00	$0.00	$0.00	$0.00	#########	$0.00	$0.00	$30,615.00	$260.00	$0.00	$0.00	$0.00	$260.00	$30,875.00
VI.	Bidding/Award																
1											0.00					0.00	0.00
2	Project Management										0.00					0.00	0.00
3	Quality Assurance										0.00					0.00	0.00

CIVIL MANHOUR ESTIMATE
ALP Update
City of Santa Fe
Kent Freier, PE

MOLZENCORBIN

		CIVIL										ADMINISTRATION					
No.	Project Task	Principal Engineer	Senior Engineer	Professional Engineer	Engineering Intern II	Engineering Intern I	Senior Design Specialist	Engineering Design Specialist	Design Technician	Associate Design Technician	Departmental Totals	ADMIN - Aide 2	ADMIN - Support	ADMIN - Grants Tech. Administrator	ADMIN - Computer Tech.	ADMIN. Totals	Grand Totals
	Subtotal Hours Bidding/Award	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Subtotal Fees Bidding/Award	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
VII.	Construction Admin. Services																
1											0.00					0.00	0.00
2	Project Management										0.00					0.00	0.00
3	Quality Assurance										0.00					0.00	0.00
	Subtotal Hours Construction Admin. Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Subtotal Fees Construction Admin. Services	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
VIII.	Closeout																
1											0.00					0.00	0.00
2											0.00					0.00	0.00
3	Project Management										0.00					0.00	0.00
4	Quality Assurance										0.00					0.00	0.00
	Subtotal Hours Closeout	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Subtotal Fees Closeout	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Total Labor Hours	0.00	53.00	24.00	0.00	0.00	0.00	143.00	0.00	0.00	220.00	4.00	0.00	0.00	0.00	4.00	224.00
	Standard Billing Rate or Fee	$215.00	$195.00	$130.00	$105.00	$95.00	$140.00	$120.00	$110.00	$85.00		$65.00	$90.00	$95.00	$105.00		
	Fee Dollars	$0.00	$10,335.00	$3,120.00	$0.00	$0.00	$0.00	$17,160.00	$0.00	$0.00	$30,615.00	$260.00	$0.00	$0.00	$0.00	$260.00	$30,875.00

ACCOUNTING INFORMATION
ALP Update
City of Santa Fe
Kent Freier, PE

MOLZENCORBIN

Enter Budget using Phases

Yes/No

Breakdown of Hours by Phase and Department

Hours	Architectural Hours	Civil Hours	Electrical Hours	Mechanical Hours	Water Resources Hours	ADMIN. Hours	Total Hours
Pre-Design/Study/Programming	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Preliminary Design/Schematics (30%)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Design Development (60%)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Construction Documents (90%)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Final Design (100%)	0.00	220.00	0.00	0.00	0.00	4.00	224.00
Bidding/Award	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Construction Admin. Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Closeout	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	220.00	0.00	0.00	0.00	4.00	224.00

Breakdown of Fees by Phase and Department

Cost	Architectural Fees	Civil Fees	Electrical Fees	Mechanical Fees	Water Resources Fees	ADMIN. Fees	Total Fees
Pre-Design/Study/Programming	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Preliminary Design/Schematics (30%)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Design Development (60%)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Construction Documents (90%)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Final Design (100%)	$0.00	$30,615.00	$0.00	$0.00	$0.00	$260.00	$30,875.00
Bidding/Award	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Construction Admin. Services	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Closeout	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total	$0.00	$30,615.00	$0.00	$0.00	$0.00	$260.00	$30,875.00

TOTAL SUBS-BASIC FEE	$5,416.40
TOTAL OTHER DIRECT EXPENSES	$1,109.00
TOTAL BASIC FEE	$37,400.40

CONTRACT AMOUNT
ALP Update
City of Santa Fe

MOLZENCORBIN

Kent Freier, PE

					CALCULATED CONTRACT AMOUNT
BASIC FEE (Labor)					
SUBTOTAL LABOR					$30,875.00
OTHER DIRECT SUBCONSULTANTS	Sub Type		Phase		
Coffman Associates	Planner			$4,924.00	
SUBTOTAL OTHER DIRECT SUBCONSULTANTS					$4,924.00
Reimbursable Markup (if any)			10%		$492.40
SUBTOTAL OTHER DIRECT SUBCONSULTANTS				$4,924.00	$5,416.40
OTHER DIRECT EXPENSES (ODE'S)			Quantity		
In-House Copies		$0.11	1,000.00	$110.00	
In-House Color Copies (8 1/2 x 11)		$1.00	20.00	$20.00	
In-House Color Copies (11 x 17)		$2.00	100.00	$200.00	
In-House Large Format Plots		$3.00	100.00	$300.00	
Commercial Copies		$0.06	0.00	$0.00	
Commercial Prints		$1.02	0.00	$0.00	
Commercial Color Copies		$1.50		$0.00	
In-House or Commercial Mylars		$10.50		$0.00	
Mileage		$0.575	120.00	$69.00	
Commercial Travel					
Lodging-Per Diem (Verify With Accounting		$94.00		$0.00	
Meals - Per Diem (per person /day) (Verify With Accounting)		$55.00	2.00	$110.00	
Photo					
Postage				$100.00	
Supplies				$200.00	
SUBTOTAL OTHER DIRECT EXPENSES					$1,109.00
TOTAL BASIC FEE					$37,400.40
REIMBURSABLE SUBCONSULTANTS			Phase		
Subconsultant Subtotal				$0.00	$0.00
Mark-up (if any)			10%		$0.00
Observation Total From Observation Contract Amount (Excluding GRT)					$0.00
In House Survey From Survey Contract Amount (Excluding GRT)					$0.00
SUBTOTAL ADDITIONAL SERVICES				$0.00	$0.00
REIMBURSABLES			Quantity		
In-House Copies		$0.11		$0.00	
In-House Color Copies (8 1/2 x 11)		$1.00		$0.00	
In-House Color Copies (11 x 17)		$2.00		$0.00	
In-House Large Format Prints		$3.00		$0.00	
In-House Large Format Plots		$3.00		$0.00	
Commercial Copies		$0.06		$0.00	
Commercial Prints		$1.02		$0.00	
Commercial Color Copies		$1.50		$0.00	
In-House or Commercial Mylars		$10.50		$0.00	
Mileage		$0.575		$0.00	
Bidding Documents (Specs & Plans)					
Commercial Travel					
Lodging-Per Diem (per person/per day)		$89.00		$0.00	
Meals - Per Diem (per person /per day)		$51.00		$0.00	
Photo					
Postage					
Supplies/Misc.					
SUBTOTAL REIMBURSABLES					$0.00
SUBTOTAL BASIC FEE, ADD. SERVICES, REIMBURSABLES					**$37,400.40**
NMGRT			**7.8750%**	**INFO ONLY LC 8.3125**	$2,945.28
TOTAL				**INFO ONLY Carlsbad 7.6458**	**$40,345.68**

April 20, 2020

Mr. Kent Freier
Molzen-Corbin & Associates
2701 Miles Road SE
Albuquerque, NM 87106

Electronic Submittal via Email

RE: Proposal to Update the Airport Layout Plan (ALP) Drawing for Santa Fe Regional Airport

Dear Kent,

In response to your request, Coffman Associates is pleased to submit this proposal to update the Airport Layout Plan (ALP) Drawing for Santa Fe Regional Airport (Airport). The ALP Drawing was originally prepared by Coffman Associates in November 2018 and conditionally approved by the Federal Aviation Administration (FAA) on December 10, 2018. The proposed Scope of Services and Cost Proposal are outlined below. We would expect that the work effort could be completed within 30 days following the notice to proceed, exclusive of governmental reviews and approvals.

SCOPE OF SERVICES – Update ALP Drawing

Description: Update the ALP Drawing that meets the requirements of the FAA. This Scope of Services and associated Cost Proposal consider updating the drawing to meet the requirements of *AC 150/5300-13A, Change 1* and *Appendix A. ALP Review Checklist ARP SOP 2.00* based upon information and data provided to Coffman Associates.

Molzen-Corbin and Airport staff will provide Coffman Associates with information/data to aid in the update of the ALP Drawing. The following changes as described by Molzen-Corbin are to be made to the ALP Drawing:

- Add: Taxiway K extension
- Add: Spectra Hangars (2)
- Add: Elling Hangar (1)
- Add: Reconfigured Taxiway D
- Add: Updated contours associated with runway safety area (RSA) beyond approach end of Runway 20
- Add: New Electrical Vault
- Add: Jet Center of Santa Fe Hangars (3)
- Add: Terminal Parking Lot Expansion
- Add: Terminal Building Expansion

It is understood that many of the aforementioned facilities have either been constructed or are in the process of being constructed and will be shown as existing facilities on the updated ALP Drawing. Further coordination with Molzen-Corbin and Airport staff will determine their ultimate disposition prior to coordination with the FAA and New Mexico Department of Transportation – Aviation Division (NMDOT)

Upon preparing the updated ALP Drawing, a full-size electronic PDF copy of the drawing will be provided to Molzen-Corbin and Airport staff for internal review. The drawing will be appropriately revised based on comments received. Copies of the ALP Drawing will then be prepared for transmittal to the FAA and NMDOT for review. Upon receipt of comments and completion of revisions, final copies of the drawing will be prepared for Airport Manager signature and transmittal to the FAA and NMDOT. It is anticipated that no more than ten (10) copies of the ALP Drawing will be provided to cover FAA/NMDOT initial reviews and final approved copies.

Responsibilities:

Consultant: Coffman Associates will prepare the ALP Drawing to meet the specifications listed above.

Molzen-Corbin/Airport Staff: Provide pertinent information/data to be included and review the ALP Drawing for final approval.

Product: Updated ALP Drawing that meet the requirements of *AC 150/5300-13A, Change 1* and *Appendix A. ALP Review Checklist ARP SOP 2.00* based on the data provided to the Consultant and is reviewed/approved by the FAA and NMDOT.

COST PROPOSAL

The following provides a breakdown of the cost associated with the preparation of the updated ALP Drawing based on Coffman Associates' 2020 fee schedule.

Drawing Type	Labor	Expenses	Total Cost
Updated ALP Drawing	$4,424	$500	**$4,924**

I hope this proposal meets with your approval. In the meantime, if you have any questions or need additional information, please don't hesitate to contact me at 602-993-6999. Thank you for the opportunity to provide our services and I look forward to hearing back from you soon.

Regards,

Matt Quick
Principal

TASK ORDER FOR
PROFESSIONAL SERVICES AGREEMENT BETWEEN
MOLZEN CORBIN AND CITY OF SANTA FE
DATED September 5, 2018.

TASK ORDER
TASK ORDER NO. 2018-16

TASK TITLE: RW 02 Approach RSA Grading Observation and Testing

The OWNER directs the ENGINEER/ARCHITECT to provide services as described below:
Provide construction observation and materials testing services during construction of the RW 02 Approach grading.

The ENGINEER/ARCHITECT estimates the period of performance to be as follows:
Services to be rendered within 10 days after receipt of approval from OWNER, to be ready to advertise for bids by N/A to be commensurate with FAA funding schedule.

The ENGINEER/ARCHITECT will be paid on Time and Materials basis as stated based upon the following estimate of the level of effort:

Manhours: (specify estimated manhours per position and billing rate)

Manhour & Fee Estimate:

Senior Construction Observer	520 Hrs.	$ 85.00 /hr =	$44,200.00

Subconsultants and Other Reimbursable Expenses:

In House Copies 8.5X11, 1,000 @ 0.11	$110.00
In House Color Copies 8.5X11, 20 @ 1.00	$20.00
In House Color Copies 11X171, 50 @ 2.00	$100.00
In House Large Format Plots, 20 @ 3.00	$60.00
Mileage, 2,000 @ 0.545	$1,160.00
Postage	$50.00
Supplies	$200.00
GeoTest (Materials Testing)	$11,000.00

SUBTOTAL	**$56,900.00**
NMGRT @ 7.875 %	**$4,480.88**
ESTIMATED TASK ORDER TOTAL	**$61,380.88**

Proposed by ENGINEER	Recommended By	Approved by CITY
K.W.E+		
Date 11/04/2020	Date	Date

Department	Project	P.O. No.	Account Number

For Client Use Only

MOLZENCORBIN

PROJECT INFORMATION SHEET
RW 02 RSA Grading
City of Santa Fe
Kent Freier

Is this a new budget or a revision?
New
If revision give number of revision

Project Number Assigned: (If revision, enter number here)

4/29/2020

CLIENT INFORMATION

Client Name	City of Santa Fe
Client Contact Name	
Client Email Address (ONLY IF NEW CLIENT)	
Client Address (ONLY IF NEW CLIENT)	
Client City, State and Zip (ONLY IF NEW CLIENT	
Client Phone Number (ONLY IF NEW CLIENT)	

PROJECT INFORMATION

Start Date:		Approx. End Date:	
Project Description:	O&T for earthwork and grading on the 02 RSA		
Customer Needs:	O&T for earthwork and grading on the 02 RSA		
Funding Agency:	City of Santa Fe	Funding Agency No.:	Special Appropriation from Legislature

AGREEMENT INFORMATION

Type of Agreement:	Time and Materials	Calculated Contract Amount	$56,900.00
If Multiplier, give multiplier:			

ACCOUNTING INFORMATION
RW 02 RSA Grading
City of Santa Fe
Kent Freier

MOLZENCORBIN

Enter Budget using Phases

Yes/No

Breakdown of Hours by Phase and Department

Hours	Architectural Hours	Civil Hours	Electrical Hours	Mechanical Hours	Water Resources Hours	ADMIN. Hours	Total Hours
Pre-Design/Study/Programming	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Preliminary Design/Schematics (30%)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Design Development (60%)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Construction Documents (90%)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Final Design (100%)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Bidding/Award	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Construction Admin. Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Closeout	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Breakdown of Fees by Phase and Department

Cost	Architectural Fees	Civil Fees	Electrical Fees	Mechanical Fees	Water Resources Fees	ADMIN. Fees	Total Fees
Pre-Design/Study/Programming	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Preliminary Design/Schematics (30%)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Design Development (60%)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Construction Documents (90%)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Final Design (100%)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Bidding/Award	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Construction Admin. Services	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Closeout	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

TOTAL SUBS-BASIC FEE	$0.00
TOTAL OTHER DIRECT EXPENSES	$0.00
TOTAL BASIC FEE	$0.00

OBSERVATION CALCULATION
RW 02 RSA Grading
City of Santa Fe

MOLZENCORBIN

				PROJECTED
Kent Freier			**COST**	**FEE**
Estimated Construction Length in Months		3		
OBSERVATION				
Total Labor From Observation Calculation				**$44,200.00**
REIMBURSABLE SUBCONSULTANTS				
	Geotest, Inc.		$10,000.00	
			$0.00	
			$0.00	
			$0.00	
Subconsultant Subtotal				$10,000.00
Mark-up (if any)		10%		$1,000.00
SUBTOTAL REIMBURSABLE CONSULTANTS				$11,000.00
REIMBURSABLE EXPENSES		**Quantity**		
In-House Copies	$0.11	1,000.00	$110.00	
In-House Color Copies (8 1/2 x 11)	$1.00	20.00	$20.00	
In-House Color Copies (11 x 17)	$2.00	50.00	$100.00	
In-House Large Format Plots	$3.00	20.00	$60.00	
Mileage	$0.580	2,000.00	$1,160.00	
Commercial Travel				
Lodging - Per Diem (Observer /night)	$94.00	0.00	$0.00	
Meals - Per Diem (per person /day)	$55.00	0.00	$0.00	
Photo				
Postage			$50.00	
Supplies/Misc.			$200.00	
Reimbursable Subtotal				$1,700.00
Markup (if any)		0%		$0.00
SUBTOTAL REIMBURSABLE EXPENSES			$0.00	$1,700.00
SUBTOTAL BASIC FEE, ADD. SERVICES, REIMBURSABLES				$56,900.00
NMGRT		**7.8750%**	**INFO ONLY LC 8.3125**	$4,480.88
TOTAL			**INFO ONLY Carlsbad 7.6458**	**$61,380.88**

CONTRACT AMOUNT
RW 02 RSA Grading
City of Santa Fe

MOLZENCORBIN

Kent Freier

			COST	CALCULATED CONTRACT AMOUNT
BASIC FEE (Labor)				
SUBTOTAL LABOR				$0.00
OTHER DIRECT SUBCONSULTANTS	Sub Type	Phase		
SUBTOTAL OTHER DIRECT SUBCONSULTANTS				$0.00
Reimbursable Markup (if any)		10%		$0.00
SUBTOTAL OTHER DIRECT SUBCONSULTANTS			$0.00	$0.00
OTHER DIRECT EXPENSES (ODE'S)		Quantity		
In-House Copies	$0.11		$0.00	
In-House Color Copies (8 1/2 x 11)	$1.00		$0.00	
In-House Color Copies (11 x 17)	$2.00		$0.00	
In-House Large Format Plots	$3.00		$0.00	
Commercial Copies	$0.06		$0.00	
Commercial Prints	$1.02		$0.00	
Commercial Color Copies	$1.50		$0.00	
In-House or Commercial Mylars	$10.50		$0.00	
Mileage	$0.580		$0.00	
Commercial Travel				
Lodging-Per Diem (Verify With Accounting	$94.00		$0.00	
Meals - Per Diem (per person /day) (Verify With Accounting)	$55.00		$0.00	
Photo				
Postage				
Supplies				
SUBTOTAL OTHER DIRECT EXPENSES				$0.00
TOTAL BASIC FEE				$0.00
REIMBURSABLE SUBCONSULTANTS		Phase		
Subconsultant Subtotal			$0.00	$0.00
Mark-up (if any)		10%		$0.00
Observation Total From Observation Contract Amount (Excluding GRT)				$56,900.00
In House Survey From Survey Contract Amount (Excluding GRT)				$0.00
SUBTOTAL ADDITIONAL SERVICES			$0.00	$56,900.00
REIMBURSABLES		Quantity		
In-House Copies	$0.11		$0.00	
In-House Color Copies (8 1/2 x 11)	$1.00		$0.00	
In-House Color Copies (11 x 17)	$2.00		$0.00	
In-House Large Format Prints	$3.00		$0.00	
In-House Large Format Plots	$3.00		$0.00	
Commercial Copies	$0.06		$0.00	
Commercial Prints	$1.02		$0.00	
Commercial Color Copies	$1.50		$0.00	
In-House or Commercial Mylars	$10.50		$0.00	
Mileage	$0.545		$0.00	
Bidding Documents (Specs & Plans)				
Commercial Travel				
Lodging-Per Diem (per person/per day)	$89.00		$0.00	
Meals - Per Diem (per person /per day)	$51.00		$0.00	
Photo				
Postage				
Supplies/Misc.				
SUBTOTAL REIMBURSABLES				$0.00
SUBTOTAL BASIC FEE, ADD. SERVICES, REIMBURSABLES				**$56,900.00**
NMGRT		7.8750%	INFO ONLY LC 8.3125	$4,480.88
TOTAL			INFO ONLY Carlsbad 7.6458	**$61,380.88**

TASK ORDER FOR
PROFESSIONAL SERVICES AGREEMENT BETWEEN
MOLZEN-CORBIN & ASSOCIATES (ENGINEER)
AND CITY OF SANTA FE (OWNER), DATED September 5, 2018.

TASK ORDER NO. 2018-17

TASK TITLE: Taxiway A and C Pavement Rehabilitation Design and Construction Phase Services.

The Owner directs the Engineer/Architect to provide services as described below:
Provide design, bidding and construction administration services for the TW A and C Pavement Rehab. Consisting of a pavement surface sealer and pavement marking for Taxiways A and C as further Described on the attached work plan and figures.

The Engineer/Architect estimates the period of performance to be as follows:
Services to be rendered within 90 days after receipt of written notice to proceed from Airport Manager. Anticipated construction bid date is September 30, 2020. Also anticipated to be a 100% grant from the NMDOT Aviation Division.

The Engineer/Architect will be paid on a lump sum basis, based upon the following estimate of the level of effort:

Manhours: (specify estimated manhours per position and billing rate).

Manhour & Fee Estimate:

Senior Civil Engineer	66 Hrs.	$ 195.00 /hr =	12,870.00
Professional Engineer	101 Hrs.	$ 130.00 /hr =	13,130.00
Engineering Intern I	39 Hrs.	$ 95.00 /hr =	3,705.00
Engineering Design Specialist	60 Hrs.	$ 120.00 /hr =	7,200.00
Administrative Aide	3 Hrs.	$ 65.00 /hr =	195.00
Administrative Grants/Tech	8 Hrs.	$ 95.00 /hr =	760.00
Administrative Support	32 Hrs.	$ 90.00 /hr =	2,880.00

Subconsultants and Other Reimbursable Expenses:

In House Copies 2,000 @ 0.11	220.00
In House Color 8.5 X 11 Copies 20 @ 1.00	20.00
In House Color 11X17 Copies 100 @ 2.00	200.00
Commercial Copies 6,000 @ 0.06	360.00
Commercial Plots 300 @ 1.02	306.00
Mileage 1,800 @ 0.575	1,035.00
Meals 5 @ 55.00	275.00
Postage 1 @ 100.00	100.00
Supplies 1 @ 200.00	200.00

SUBTOTAL		**43,456.00**
NMGRT @	**7.8750 %**	**3,422.16**
ESTIMATED TASK ORDER TOTAL		**$ 46,878.16**

Proposed by ENGINEER	Recommended By	Approved by CITY
K-W.E.T		
Date 04/29/2020	Date	Date

Aviation			
Department	Project	P.O. No.	Account Number

For Client Use Only

MOLZENCORBIN

PROJECT INFORMATION SHEET

SAF TW A and C Rehab
City of Santa Fe
Kent Freier, PE

4/28/2020

Is this a new budget or a revision?
New
If revision give number of revision

Project Number Assigned: (If revision, enter number here)

CLIENT INFORMATION

Client Name	City of Santa Fe
Client Contact Name	Mark Baca
Client Email Address (ONLY IF NEW CLIENT)	
Client Address (ONLY IF NEW CLIENT)	
Client City, State and Zip (ONLY IF NEW CLIENT	
Client Phone Number (ONLY IF NEW CLIENT)	

PROJECT INFORMATION

Start Date:	5/1/1010	Approx. End Date:	12/30/21
Project Description:	Prepare plans, specs and bid docs to place a surface sealer and pavement markings on Taxiway A and C at SAF		
Customer Needs:	To utilize a 100% grant from State to complete this pavement maintenance.		
Funding Agency:	NMDOT AD	Funding Agency No.:	Not available yet.

AGREEMENT INFORMATION

Type of Agreement:	Lump Sum	Calculated Contract Amount	$45,956.00
If Multiplier, give multiplier:			

CIVIL MANHOUR ESTIMATE
SAF TW A and C Rehab
City of Santa Fe
Kent Freier, PE

MOLZENCORBIN

		CIVIL										ADMINISTRATION					
No.	Project Task	Principal Engineer	Senior Engineer	Professional Engineer	Engineering Intern II	Engineering Intern I	Senior Design Specialist	Engineering Design Specialist	Design Technician	Associate Design Technician	Departmental Totals	ADMIN - Aide 2	ADMIN - Support	ADMIN - Grants/ Tech. Administrator	ADMIN - Computer Tech.	ADMIN. Totals	Grand Totals
I.	**Pre-Design/Study/Programming**																
1											0.00					0.00	0.00
2	**CADD Management**										0.00					0.00	0.00
3	**Project Management**										0.00					0.00	0.00
4	**Quality Assurance**										0.00					0.00	0.00
	Subtotal Hours Pre-Design/Study/Programming	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Subtotal Fees Pre-Design/Study/Programming	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
II.	**Preliminary Design/Schematics (30%)**																
1											0.00					0.00	0.00
2	**CADD Management**										0.00					0.00	0.00
3	**Project Management**										0.00					0.00	0.00
4	**Quality Assurance**										0.00					0.00	0.00
	Subtotal Hours Preliminary Design/Schematics (30%)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Subtotal Fees Preliminary Design/Schematics (30%)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
III.	**Design Development (60%)**																
1											0.00					0.00	0.00
2	**CADD Management**										0.00					0.00	0.00
3	**Project Management**										0.00					0.00	0.00
4	**Quality Assurance**										0.00					0.00	0.00
	Subtotal Hours Design Development (60%)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Subtotal Fees Design Development (60%)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
IV.	**Construction Documents (90%)**																
1											0.00					0.00	0.00
2	**CADD Management**										0.00					0.00	0.00
3	**Project Management**										0.00					0.00	0.00
4	**Quality Assurance**										0.00					0.00	0.00
	Subtotal Hours Construction Documents (90%)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Subtotal Fees Construction Documents (90%)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
V.	**Final Design (100%)**																
1	Kickoff meeting		2.00	2.00							4.00					0.00	4.00
2	Field review		2.00	4.00		4.00					10.00					0.00	10.00
3	Preliminary Engineering Report		1.00	4.00		4.00					9.00					0.00	9.00
4	Title Sheet, Loc and Vic map, general notes			1.00				4.00			5.00					0.00	5.00
5	CSPP Sheets		1.00	1.00				8.00			10.00					0.00	10.00
6	Layout sheets		1.00	1.00				16.00			18.00					0.00	18.00
7	Marking Plans		1.00	1.00				16.00			18.00					0.00	18.00
8	Marking Details		1.00			2.00		8.00			11.00					0.00	11.00
9	Estimates		1.00	1.00		4.00		2.00			8.00					0.00	8.00
10	CatEx SOP		2.00	2.00							4.00		2.00			2.00	6.00
11	Contract docs and specs		4.00	8.00							12.00		16.00			16.00	28.00
12	Legal/Purchasing review		2.00	2.00							4.00		4.00			4.00	8.00
13	Air Spacing with the FAA							8.00			8.00					0.00	8.00
14	Meetings with City		2.00	4.00		2.00					8.00					0.00	8.00
15	Grant application		1.00								1.00					0.00	1.00
16	Coordination meetins with tennants		2.00	2.00							4.00					0.00	4.00
17											0.00					0.00	0.00
18											0.00					0.00	0.00
19											0.00					0.00	0.00
20											0.00					0.00	0.00
21											0.00					0.00	0.00
22	**CADD Management**										0.00					0.00	0.00
23	**Project Management**										0.00					0.00	0.00
24	**Quality Assurance**										0.00					0.00	0.00
	Subtotal Hours Final Design (100%)	0.00	23.00	33.00	0.00	16.00	0.00	62.00	0.00	0.00	134.00	0.00	22.00	0.00	0.00	22.00	156.00
	Subtotal Fees Final Design (100%)	$0.00	$4,485.00	$4,290.00	$0.00	$1,520.00	$0.00	$7,440.00	$0.00	$0.00	$17,735.00	$0.00	$1,980.00	$0.00	$0.00	$1,980.00	$19,715.00
VI.	**Bidding/Award**																
1	Publish Docs for bidding		1.00								1.00	3.00	2.00			5.00	6.00
2	Questions/RFI/Addenda		2.00	2.00							4.00		2.00			2.00	6.00
3	Bid opening/Award		2.00								2.00			4.00		4.00	6.00

CIVIL MANHOUR ESTIMATE
SAF TW A and C Rehab
City of Santa Fe
Kent Freier, PE

MOLZENCORBIN

No.	Project Task	CIVIL: Principal Engineer	Senior Engineer	Professional Engineer	Engineering Intern II	Engineering Intern I	Senior Design Specialist	Engineering Design Specialist	Design Technician	Associate Design Technician	Departmental Totals	ADMINISTRATION: ADMIN - Aide 2	ADMIN - Support	ADMIN - Grants/ Tech. Administrator	ADMIN - Computer Tech.	ADMIN. Totals	Grand Totals
4	Execute contract documents		1.00	1.00							2.00		2.00	4.00		6.00	8.00
5	Conduct a pre-construction conference		4.00	4.00		4.00					12.00					0.00	12.00
6	**Project Management**										0.00					0.00	0.00
7	**Quality Assurance**										0.00					0.00	0.00
	Subtotal Hours Bidding/Award	0.00	10.00	7.00	0.00	4.00	0.00	0.00	0.00	0.00	21.00	3.00	6.00	8.00	0.00	17.00	38.00
	Subtotal Fees Bidding/Award	$0.00	$1,950.00	$910.00	$0.00	$380.00	$0.00	$0.00	$0.00	$0.00	$3,240.00	$195.00	$540.00	$760.00	$0.00	$1,495.00	$4,735.00
VII.	**Construction Admin. Services**																
1	Site visits		20.00	40.00		10.00					70.00					0.00	70.00
2	Pay requests		2.00	8.00		4.00					14.00					0.00	14.00
3	Change orders		1.00	4.00		1.00					6.00					0.00	6.00
4	Grants administration		1.00	4.00		2.00					7.00					0.00	7.00
5	Construction meetings/coordination/NOTAMs		4.00	4.00		5.00					13.00					0.00	13.00
6	Shop drawing review		2.00	4.00		1.00					7.00					0.00	7.00
7											0.00					0.00	0.00
8											0.00					0.00	0.00
9	**Project Management**										0.00					0.00	0.00
10	**Quality Assurance**										0.00					0.00	0.00
	Subtotal Hours Construction Admin. Services	0.00	30.00	64.00	0.00	23.00	0.00	0.00	0.00	0.00	117.00	0.00	0.00	0.00	0.00	0.00	117.00
	Subtotal Fees Construction Admin. Services	$0.00	$5,850.00	$8,320.00	$0.00	$2,185.00	$0.00	$0.00	$0.00	$0.00	$16,355.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16,355.00
VIII.	**Closeout**																
1	Final Engineers Report		2.00	4.00				2.00			8.00					0.00	8.00
2	Record drawings		1.00	1.00				8.00			10.00					0.00	10.00
3	**Project Management**										0.00					0.00	0.00
4	**Quality Assurance**										0.00					0.00	0.00
	Subtotal Hours Closeout	0.00	3.00	5.00	0.00	0.00	0.00	10.00	0.00	0.00	18.00	0.00	0.00	0.00	0.00	0.00	18.00
	Subtotal Fees Closeout	$0.00	$585.00	$650.00	$0.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$2,435.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,435.00
	Total Labor Hours	0.00	66.00	109.00	0.00	43.00	0.00	72.00	0.00	0.00	290.00	3.00	28.00	8.00	0.00	39.00	329.00
	Standard Billing Rate or Fee	$215.00	$195.00	$130.00	$105.00	$95.00	$140.00	$120.00	$110.00	$85.00		$65.00	$90.00	$95.00	$105.00		
	Fee Dollars	$0.00	#########	#########	$0.00	$4,085.00	$0.00	$8,640.00	$0.00	$0.00	$39,765.00	$195.00	$2,520.00	$760.00	$0.00	$3,475.00	$43,240.00

ACCOUNTING INFORMATION
SAF TW A and C Rehab
City of Santa Fe
Kent Freier, PE

MOLZENCORBIN

Enter Budget using Phases

Yes/No

Breakdown of Hours by Phase and Department

Hours	Architectural Hours	Civil Hours	Electrical Hours	Mechanical Hours	Water Resources Hours	ADMIN. Hours	Total Hours
Pre-Design/Study/Programming	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Preliminary Design/Schematics (30%)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Design Development (60%)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Construction Documents (90%)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Final Design (100%)	0.00	134.00	0.00	0.00	0.00	22.00	156.00
Bidding/Award	0.00	21.00	0.00	0.00	0.00	17.00	38.00
Construction Admin. Services	0.00	117.00	0.00	0.00	0.00	0.00	117.00
Closeout	0.00	18.00	0.00	0.00	0.00	0.00	18.00
Total	0.00	290.00	0.00	0.00	0.00	39.00	329.00

Breakdown of Fees by Phase and Department

Cost	Architectural Fees	Civil Fees	Electrical Fees	Mechanical Fees	Water Resources Fees	ADMIN. Fees	Total Fees
Pre-Design/Study/Programming	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Preliminary Design/Schematics (30%)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Design Development (60%)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Construction Documents (90%)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Final Design (100%)	$0.00	$17,735.00	$0.00	$0.00	$0.00	$1,980.00	$19,715.00
Bidding/Award	$0.00	$3,240.00	$0.00	$0.00	$0.00	$1,495.00	$4,735.00
Construction Admin. Services	$0.00	$16,355.00	$0.00	$0.00	$0.00	$0.00	$16,355.00
Closeout	$0.00	$2,435.00	$0.00	$0.00	$0.00	$0.00	$2,435.00
Total	$0.00	$39,765.00	$0.00	$0.00	$0.00	$3,475.00	$43,240.00

TOTAL SUBS-BASIC FEE	$0.00
TOTAL OTHER DIRECT EXPENSES	$2,716.00
TOTAL BASIC FEE	$45,956.00

CONTRACT AMOUNT
SAF TW A and C Rehab
City of Santa Fe

MOLZENCORBIN

Kent Freier, PE

			COST	CALCULATED CONTRACT AMOUNT
BASIC FEE (Labor)				
SUBTOTAL LABOR				$43,240.00
OTHER DIRECT SUBCONSULTANTS	Sub Type	Phase		
SUBTOTAL OTHER DIRECT SUBCONSULTANTS				$0.00
Reimbursable Markup (if any)		10%		$0.00
SUBTOTAL OTHER DIRECT SUBCONSULTANTS			$0.00	$0.00
OTHER DIRECT EXPENSES (ODE'S)		Quantity		
In-House Copies	$0.11	2,000.00	$220.00	
In-House Color Copies (8 1/2 x 11)	$1.00	20.00	$20.00	
In-House Color Copies (11 x 17)	$2.00	100.00	$200.00	
In-House Large Format Plots	$3.00		$0.00	
Commercial Copies	$0.06	6,000.00	$360.00	
Commercial Prints	$1.02	300.00	$306.00	
Commercial Color Copies	$1.50		$0.00	
In-House or Commercial Mylars	$10.50		$0.00	
Mileage	$0.575	1,800.00	$1,035.00	
Commercial Travel				
Lodging-Per Diem (Verify With Accounting	$94.00		$0.00	
Meals - Per Diem (per person /day) (Verify With Accounting)	$55.00	5.00	$275.00	
Photo				
Postage			$100.00	
Supplies			$200.00	
SUBTOTAL OTHER DIRECT EXPENSES				$2,716.00
TOTAL BASIC FEE				$45,956.00
REIMBURSABLE SUBCONSULTANTS		Phase		
Subconsultant Subtotal			$0.00	$0.00
Mark-up (if any)		10%		$0.00
Observation Total From Observation Contract Amount (Excluding GRT)				$0.00
In House Survey From Survey Contract Amount (Excluding GRT)				$0.00
SUBTOTAL ADDITIONAL SERVICES			$0.00	$0.00
REIMBURSABLES		Quantity		
In-House Copies	$0.11		$0.00	
In-House Color Copies (8 1/2 x 11)	$1.00		$0.00	
In-House Color Copies (11 x 17)	$2.00		$0.00	
In-House Large Format Prints	$3.00		$0.00	
In-House Large Format Plots	$3.00		$0.00	
Commercial Copies	$0.06		$0.00	
Commercial Prints	$1.02		$0.00	
Commercial Color Copies	$1.50		$0.00	
In-House or Commercial Mylars	$10.50		$0.00	
Mileage	$0.575		$0.00	
Bidding Documents (Specs & Plans)				
Commercial Travel				
Lodging-Per Diem (per person/per day)	$89.00		$0.00	
Meals - Per Diem (per person /per day)	$51.00		$0.00	
Photo				
Postage				
Supplies/Misc.				
SUBTOTAL REIMBURSABLES				$0.00
SUBTOTAL BASIC FEE, ADD. SERVICES, REIMBURSABLES				$45,956.00
NMGRT		7.8750%	INFO ONLY LC 8.3125	$3,619.04
TOTAL			INFO ONLY Carlsbad 7.6458	$49,575.04

TASK ORDER FOR
PROFESSIONAL SERVICES AGREEMENT BETWEEN
MOLZEN-CORBIN & ASSOCIATES (ENGINEER)
AND CITY OF SANTA FE (OWNER), DATED September 5, 2018.

TASK ORDER NO. 2018-18

TASK TITLE: Terminal Building Expansion Fundamental & Enhanced Commissioning

The Owner directs the Engineer/Architect to provide services as described below:
Provide Fundamental Commissioning, a LEED Prerequisite and Enhanced Commissioning for 3 Additional LEED Credits & Monitoring Based Commissioning (1 LEED Point) & Envelope Commissioning (2 LEED Points)

The Engineer/Architect estimates the period of performance to be as follows:
Services to be commenced within 5 days after receipt of written notice to proceed from Airport Manager.
Schedule for services is in separate attachment. The Engineer/Architect will be paid on a lump sum basis:

Cx LEED SERVICES FUNDAMENTAL, ENHANCED, MONITORING, & ENVELOPE	
Tasks	**Fees**
Fundamental Commissioning - LEED Prerequisite	$25,720.00
Enhanced Commissioning Additional 3 LEED Points	$8,700.00
Monitoring Based Commissioning 1 LEED Point	$3,750.00
Building Envelope Commissioning 2 LEED Points	$10,530.00
SUBTOTAL PCD Engineering	$48,700.00
Markup 10%	$4,870.00
SUBTOTAL	$53,570.00
Applicable GRT 8.4375%	$4,519.97
TOTAL	$58,089.97

Proposed by ENGINEER/ARCHITECT	**Recommended By**	**Approved by CITY**
John Quinn Pate, RA/RLA Vice President		
Date 11/4/20	Date	Date

Aviation			
Department	Project	P.O. No.	Account Number

For Client Use Only

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 01/12/21
FOR CITY COUNCIL MEETING OF 01/13/21

f) Request for Approval of Contract Amendment #4 with Molzen Corbin & Associates, to increase the not to exceed amount by $206,694.69 to a total of $3,830,050.63, and Task Orders #15-#18 for Airport Engineering, Design and Construction Services. (John Dickinson, Airport Operations Manager, jcdickinson@santafenm.gov, 955-2909)

Committee	**Review:**
Public Works and Utilities Committee:	12/14/2020
Finance Committee:	01/04/2021
Governing Body: 01/13/2021	

FINANCE COMMITTEE ACTION:
Approved as consent item.

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

City of Santa Fe, New Mexico

memo

DATE: 12/7/2020

TO: Governing Body
Finance Committee
Public Works Committee

VIA: Regina Wheeler, Public Works Director
Regina Wheeler (Dec 10, 2020 14:37 MST)

FROM: Jose Lerma, Traffic Signal Shop Manager

RE: Request to Replace and Purchase 2 Altec ATM 48 Aerial Lift Trucks for Traffic Operations/Signal Shop

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ITEMS & ISSUES:

The Signal Shop has 2 Aerial Lift Trucks (FA #51250) and (FA #52614)

(FA #51250) 2003 Ford 550 Aerial Lift Truck was inspected by the Fleet Department. Due to the significant amount of repairs needed and the past maintenance log, they are recommending that the truck be sent to auction. Currently the truck is inoperable and has been red tagged. Replacing the inoperable 2003 F550 would increase the signal shops efficiency and work output significantly.

(FA #52614) 2006 Ford 550 Aerial Lift Truck is reaching its full service life and many repairs have been made to keep it operating. Replacing the aging 2006 Ford 550 truck would also increase the Signal Shops efficiency and work output by not having any down time for necessary repairs.

FUNDING METHOD:

Using the State Price Agreement #00-00000-20-00091 Automotive Superstore/Heavy Equipment expiring on August 30, 2022 to purchase 2 Aerial Lift Trucks in the about of $342,238. The funds to replace these vehicles were appropriated by Governing Body in the FY21 Capital re-approriation of the 2018 GRT Bond Funds.

FUNDING SOURCE:

Bond Acquisition/Signals Operations-Maintenance/Vehicles > 1.5

MUNIS Fund/335
MUNIS Org/3359980
MUNIS Object/57100 Vehicles > 1.5

Alexis Lotero
Alexis Lotero (Dec 15, 2020 16:28 MST)

REQUESTED ACTION

The Traffic Signal Shop respectfully requests your review and approval.

City of Santa Fe New Mexico

Finance Department

Memorandum

DATE: February 13, 2019

TO: Jose Lerma, Signal Shop Manager

FROM: Daniel Garcia, Fleet Manager DG

RE: Inspection for unit FA# 51250

To Whom It May Concern,

This memo is in reference to FA# 51250 with a mileage of 107,304.

To start with,

Unit will need all eight injectors and caps, flex plate, oil cooler, water pump, front and rear main seals possible engine teardown required to determine engine. Starter, crank seal, glow plugs and module need to be replaced. It is recommended that the whole front end be replaced along with ball joints and tie rod ends. All hoses and belts and valve cover gaskets need replacement. Two tires will need to be replaced due to uneven wear, and a alignment. At the end we are probably looking at an engine swap with a cost of over $18,000 not including labor. Also the deterioration of the service body and fiberglass boom needing several costly repairs.
It is my recommendation that the unit be sent to auction do to the high cost to repair and age of the unit.

MEMORANDUM

Date: December 11, 2020

To: Altec Industries Inc.

Attn: Chad Sprague

From: Fran Dunaway, CPO, CNBM, City of Santa Fe Purchasing Division

RE: GSA Contract GS-30F-026GA

The City of Santa Fe by mutual agreement between the City and **Altec Industries Inc.** is willing to enter into a GSA price agreement based on the following requirements:

1. Provide an updated Federal Supply Schedule to include current or updated contract dates.

2. *Purchases based on 13-1-129 (A)(1) NMSA 1978:* The Contractor is willing to extend their GSA pricing, terms and conditions to the City of Santa Fe at prices equal to or less than the contractor's current federal supply contract price (GSA), providing the contractor has indicated in writing a willingness to extend such contractor pricing, terms and conditions to the City of Santa Fe and the purchase order adequately identifies the contract relied upon.

Please respond by completing the information below. Check the proper box, fill in the requested information, including signature, scan and upload to the email you received with this request.

☒ **I agree to extend and/or renew the above referenced GSA price agreement.**

☐ **I DO NOT agree to extend and/or renew the above referenced GSA price agreement.**

Chad Sprague, Account Manager
Print Name, Title

chad.sprague@altec.com
Email Address

Signature

Altec Industries Inc.
Company Name

12-11-20
Date

2106 S Riverside Rd, St. Joseph, MO 64507
Address

Cc :Fran Dunaway, CPO
Procurement File

December 4, 2020
Our 91st Year

Ship To:
CITY OF SANTA FE
TRAFFIC SIGNAL SHOP
1142 SILER
SANTA FE, NM 87507
US

Bill To:
CITY OF SANTA FE
PO BOX 909
ATTN ACCOUNTS PAYABLE
SANTA FE, NM 87504-0909
United States

Attn:
Phone: 505-955-4201
Email:

Altec Quotation Number: 795340 - 1
Account Manager: Chad Sprague
Technical Sales Rep: Lori Woods

Item	Description	Qty	Price
	Unit		
1.	Altec Model AT48M Articulating Telescopic Aerial Device with a fiberglass upper boom and fiberglass insulator in the articulating arm and proportional joystick upper controls. Built in accordance to ALTEC's standard specifications and to include the following features:	1	

A. Ground to Bottom of Platform Height: 47.5 feet at 6.7 feet from centerline of rotation (14.48 m at 2.04 m)
B. Working Height: 52.5 feet (16.00 m)
C. Maximum reach to edge of platform with Upper Boom Non- overcenter: 31.2 feet (at 21.9 feet platform height)
D. Upper boom extension: 110 inches
E. Continuous rotation
F. Articulating Arm: Articulation is from -3 to 82 degrees. Insulator provides 19 inches of isolation.
G. Compensation System: By raising the articulating arm only, the telescopic boom maintains its relative angle in relation to the ground. The work position is achieved through a single function operation.
H. Upper Boom: Articulation is from -25 to 85 degrees. The fiberglass section provides a minimum of 33.1 inches of isolation in the upper boom (when retracted and 64.6 inches when extended)
I. Platform leveling is achieved by a hydraulic master-slave leveling system. This lifetime system is very low maintenance.
J. The dielectrically tested, insulating upper control system includes the following boom tip components that can provide an additional layer of secondary electrical contact protection.
Control Handle: A single handle controller incorporating high electrical resistance components that is dielectrically tested to 40 kV AC with no more than 400 microampers of leakage. The control handle is green in color to differentiate it from other non-tested controllers. The handle also includes an interlock guard that reduces the potential for inadvertent boom operation.
Auxiliary Control Covers: Non-tested blue silicon covers for auxiliary controls.
Control Console: Non-tested non-metallic control console plate.

Item	Description	Qty	Price
	Boom Tip Covers: Non-tested non-metallic boom tip covers. The covers are not dielectrically tested, but they may provide some protection against electrical hazards.		
	K. Hydraulic system: Open center (full pressure), maximum flow 6 GPM, maximum operating pressure 3,000.		
	L. Dielectric rating: Category C, 46 kV and below		
	M. Unit is painted with a powder coat paint process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion. Paint is electrostatically applied to the inside as well as outside of fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and protection.		
	N. Manuals: Two (2) Operator's and two (2) Maintenance/ Parts manuals containing instructional markings indicating hazards inherent in the operation of an aerial device.		
	O. Unit meets or exceeds ANSI 92.2 standards.		
2.	Pedestal	1	
3.	Single 2-Man Platform, Fiberglass, 24" x 48" x 42", End Mount, 180 Degree Rotation.	1	
4.	No Platform Elevator	1	
5.	Platform Mounted Single Handle Controls	1	
6.	Material Handling Jib/Winch, Hydraulically Articulating, Top Mounted, Round (ARM Jib)	1	
7.	Two (2) Platform steps - located on the side of the platform nearest the elbow in the stowed position	1	
8.	Platform Cover - soft vinyl, 24 x 48 inches (610 x 1219 mm)	1	
9.	Platform Liner - for two-man fiberglass platform, 24 x 48 x 42 inches (610 x 1219 x 1067 mm), 50 kV rating (minimum)	1	
10.	Hydraulic Tool Circuit at Platform: One set of quick disconnect couplings at the boom tip for open center tools.	1	
11.	Engine Start/Stop & Secondary Stowage System: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. This feature allows the operator to completely stow the booms, platform, and outriggers. Secondary Stowage & Start/Stop is activated with an air plunger at the platform or momentary switch at the lower control station and outriggers.	1	
12.	Jib Stick, 36" L, non extension, certified, orange in color	1	
13.	Throttle Control - Manually increase/decrease chassis engine speed to preset values. Control is captive air operated from the platform and momentary switch operated from the lower controls and curbside at tailshelf.	1	
14.	Slip Ring: Required for engine start/stop, secondary stowage system, and throttle control options	1	
15.	Outriggers, Primary, Modified A-Frame, 30"-34" Chassis Height, Electric Interlock, No Valves On Legs, 112" Spread, Fixed Shoe (AT48M/ME/P/PE/S/SE)	1	

Item	Description	Qty	Price
16.	Auxiliary Vertical H Frame Outriggers with fixed shoe. For installation on a 30 to 34 inch chassis frame height. **A.** Maximum Spread: 87 inches to the outer edge of shoes **B.** Outrigger Motion Alarms **C.** Outrigger Interlocks: will not allow the unit to be operated until the outriggers have been at least partially deployed	1	
17.	Lifting Eye - lifting eye on underside of lower boom. Rated at 1,000lbs (454kg) lifting capacity.	1	
18.	Winch load line swivel hook	1	
19.	Altec Unit Powder Painted White	1	
	Unit & Hydraulic Acc.		
20.	Scuff Pad, 24" x 48", With Step (For use with Platform Liner)	1	
21.	Subbase	1	
22.	Electric Outrigger Controls for two (2) sets of outriggers, drive hydraulic outrigger control valves. Durable weather proof sealed electronic switches mounted in aluminum boxes located at the rear of the unit unless otherwise specified.	1	
23.	Steel Reservoir, 15 gallon capacity, rectangular, 26" L x 8.5" W x 20" H, and includes breather caps and dipsticks	1	
24.	Temperature Sight Gauge	1	
25.	HVI-22 Hydraulic Oil (Standard).	25	
26.	Standard Pump For PTO	1	
27.	Hot shift PTO for automatic transmission	1	
28.	Standard Altec PTO/Machine Functionality: PTO won't engage until parking brake is set.-Once parking (holding) brake is set, PTO and machine functions are enabled.-If parking (holding) brake is disengaged, both PTO and machine functions are disabled.	1	
29.	Standard PTO/Transmission Functionality for Automatic Transmissions -If chassis is in gear, and PTO switch is activated, PTO will not engage. Chassis will remain in gear. Once the chassis is shifted back into gear the PTO will disengage. For some truck configurations the PTO switch must be turned off to allow the transmission to shift into gear.	1	
	Body		
30.	Altec LGSS-132-84 (81) Low-Side General Service Body With Step: **A.** Steel Body **B.** Steel Structural Channel Crossmembers And Smooth Floor With Ladder-Style Understructure **C.** 132" Body Length **D.** 94" Body Width	1	

Item	Description	Qty	Price
E.	40" Body Compartment Height		
F.	20" Body Compartment Depth		
G.	24" From Body Floor To Compartment Tops		
H.	Finish Paint Entire Body Altec White		
I.	Undercoat Applied Under The Body		
J.	5.5" Drop-In Composite Cargo Retaining Board At Rear Of Body		
K.	5.5" Drop-In Composite Retaining Board At Top Of Side Access Step		
L.	Stainless Steel Rotary paddle Latches With Locks		
M.	Gas Props On All Vertical Doors		
N.	Chains On All Horizontal Doors		
O.	Standard Master Body Locking System		
P.	Hotstick Shelf Extending Full Length Of Body On Streetside		
Q.	Two (2) hotstick brackets installed on street side.		
R.	One Chock Holder On Each Side of Body With Retaining Lip In Fender Panel		
S.	1st Vertical (SS) - 34" W - One (1) Outrigger Housing And Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers		
T.	2nd Vertical (SS) - 24" W - Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers		
U.	1st Horizontal (SS) - 50" W - One (1) Fixed Shelf With Removable Dividers On 4 Inch Centers On Bottom of Compartment		
V.	Rear Vertical (SS) - 24" W - Six (6) Locking Swivel Hooks On An Adjustable Rail (1-4-1)		
W.	1st Vertical (CS) - 34" W - One (1) Outrigger Housing And Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers		
X.	2nd Vertical (CS) - 24" W - Gripstrut Access Steps With Two (2) Sloped Grab Handles, Vented Battery Storage		
Y.	1st Horizontal (CS) - 50" W - One (1) Adjustable Shelf With Removable Dividers On 4 Inch Centers And One (1) Fixed Shelf With Removable Dividers On 4 Inch Centers On Bottom Of Compartment		
Z.	Rear Vertical (CS) - 24" W - Six (6) Locking Swivel Hooks On An Adjustable Rail (1-4-1)		
AA.	Body Floor Cut-Out For AT48M/ME/P/PE Aerial Device Near Center Of Body		
AB.	Steel Tailshelf, 29" L x 94" W, With Rear Cross Storage And Drop Down Doors		

Body and Chassis Accessories

31.	ICC (Underride Protection) Bumper Installed At Rear	1	
32.	Rigid Style Pintle Hitch (30,000 LB MGTW with 6,000 LB MVL), 4-Bolt Face Mount, Buyers PH15 (T-60 Style)	1	
33.	Set Of Eye Bolts for Trailer Safety Chain, installed one each side of towing device mount.	1	
34.	Rigid Step Mounted Beneath Side Access Steps (Installed To Extend Approx. 2" Outward)	1	
35.	Platform Rest, Rigid with Rubber Tube	1	
36.	Articulating Arm Rest for a Telescopic Unit	1	
37.	Boom Rest for a Telescopic Unit	1	
38.	Manual Boom Stow Securing System Installed on Boom Rest	1	

Item	Description	Qty	Price
39.	Plastic Outrigger Pad, 24 x 24 x 1 Inch, Black With Handle	4	
40.	Outrigger Pad Holder, 25" L x 25" W x 3" H, Fits 24.5" x 24.5" x 2" And Smaller Pads, Bolt-On, Bottom Washout Holes, 3/4" Lip Retainer	2	
41.	Pendulum Retainers For Outrigger Pad Holders	2	
42.	Mud Flaps With Altec Logo (Pair)	1	
43.	Wheel Chocks, Rubber, 9.75" L x 7.75" W x 5.00" H, with 4" L Metal Hairpin Style Handle (Pair)	1	
44.	Slope Indicator Assembly (Pair) For Machine With Outriggers	1	
45.	Battery Storage In Remote Steel Enclosure, Located Outside Of Body Compartments	1	
46.	Inverter storage inside of body compartment with guard and provisions for remote GFCI receptacle CS 1st Vertical	1	
47.	Safety Harness & 4.5 FT Lanyard (Medium To X-large)	1	
48.	Driveaway Safety Kit	1	
49.	Vinyl manual pouch for storage of all operator and parts manuals	1	
50.	Additional Body/Chassis Accessory Install louvered panel and inverter shelf in CS 1st Vertical.	1	
51.	Additional Body/Chassis Accessory Details: -Provide pole holder mounted on CS compartment. -Pole holder to mount at 3 points on front bumper, top of 1st Vertical CS, and on Tailshelf. -Poles to weigh around 200lbs., measure 6"-12" diameter, and be 25 feet long. -To include ratchet straps for securing.	1	
	Electrical Accessories		
52.	Rope Lights, LED, Installed Around Top and Sides of Compartment Door Facings in Body (Installed at Final Assembly)	15	
53.	Compartment Lights Wired To Dash Mounted Master Switch	1	
54.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1	
55.	Altec Standard Amber LED Strobe Light with Brush Guard One (1) each side, installed on each side of boom stow.	2	
56.	4-Corner Strobes, Amber, LED, Two (2) Surface Mounted Lights In Grille, Two (2)	1	

Item	Description	Qty	Price
	Round Lights At Rear Details: -Rear strobes to be Whelen Par36 2B00ZCR CS, and 2R00ZCR SS. -Grill mounted strobes to be Whelen TLIE CS and TLID SS.		
57.	Directional Light Bar, Amber, LED, 42" Long	1	
58.	Custom Light Bar Details: - Whelen Liberty GVZFFFF light bar mounted on top of cab to be, flash patterns and colors TBD at order confirmation.	1	
59.	Dual Tone Back-Up With Outrigger Motion Alarm	1	
60.	PTO Hour Meter, Digital, with 10,000 Hour Display	1	
61.	7-Way Trailer Receptacle (Blade Type) Installed At Rear	1	
62.	Altec Modular Panel System (AMPS) - Includes Mounting Panel and Accessory Switches	1	
63.	Mounting bracket for inverter mounted at bottom of body compartment or storage box	1	
64.	Inverter, 3000 Watt, Pure Sine Wave, 120 VAC (Sensata #12/3000N) Mount in bottom 1st Vertical CS.	1	
65.	Inverter Wired Ignition Hot with Dash Mounted Switch	1	
66.	Deep Cycle Auxiliary Battery For Vented Applications (Group 31) Mounted in Battery Storage Enclosure	1	
67.	120 Volt GFCI Receptacle Includes Weather-resistant Enclosure Mounted at rear of sidepack CS.	1	
68.	Power Distribution Module Is A Compact Self-Contained Electronic System That Provides A Standardized Interface With The Chassis Electrical System. (Includes Operator's Manual)	1	
69.	Install Chassis (OEM) Supplied Backup Camera in Final Assembly	1	
70.	Install secondary stowage system.	1	
71.	Install Remote Start/Stop system in Final Assembly.	1	
72.	Install Two Speed Throttle System.	1	
73.	Install Outrigger Interlock System	1	
74.	Heavy Duty Secondary Stowage Pump	1	
75.	No Upper Boom Out of Stow Indicator	1	

Item	Description	Qty	Price
76.	PTO Indicator Light Installed In Cab	1	
	Finishing Details		
77.	Powder Coat Unit Altec White	1	
78.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.	1	
79.	Apply Non-Skid Coating to all walking surfaces	1	
80.	English Safety And Instructional Decals	1	
81.	Vehicle Height Placard - Installed In Cab	1	
82.	Placard, HVI-22 Hydraulic Oil	1	
83.	Dielectric test unit according to ANSI requirements.	1	
84.	Stability test unit according to ANSI requirements.	1	
85.	Focus Factory Build	1	
86.	Delivery Of Completed Unit	1	
87.	Inbound Freight	1	
88.	Installation - AT48M	1	
	Chassis		
89.	Altec Supplied Chassis	1	
90.	Chassis	1	
91.	2021 Model Year	1	
92.	Other Chassis Make And Model Chevy 6500 HD	1	
93.	4x4	1	
94.	84 Clear CA (Round To Next Whole Number)	1	
95.	Crew Cab (Full Double Cab With Four Full Length Doors)	1	
96.	Chassis Cab	1	
97.	Dual Rear Wheel	1	

Item	Description	Qty	Price
98.	Chassis Color - White	1	
99.	Duramax 6600 6.6L	1	
100.	Diesel	1	
101.	Allison 2550 RDS Automatic Transmission	1	
102.	GVWR 22,500 LBS	1	
103.	7,500 LBS Front GAWR	1	
104.	Spring Suspension	1	
105.	15,000 LBS Rear GAWR	1	
106.	Hydraulic Brakes	1	
107.	Park Brake At Rear Differential Pinion	1	
108.	Other Exhaust	1	
	Chevy 6500 Standard Exhaust		
109.	No Idle Engine Shut-Down Required	1	
110.	50-State Emissions	1	
111.	Clean Idle Certification	1	
112.	N2L - GM 40 Gallon Fuel Tank (Rear)	1	
113.	GM 5.3 Gallon DEF Tank Right Hand	1	
114.	Chassis Without Front Frame Extensions	1	
115.	2 Chassis Batteries	1	
116.	1800 CCA Minimum (Preferred With Two Batteries)	1	
117.	Temporary Mount Batteries (Requires Relocation By Altec)	1	
118.	AM/FM Radio	1	
119.	Bluetooth	1	
120.	Air Conditioning	1	
121.	Backup Camera, OEM Supplied	1	
122.	Cruise Control	1	
123.	Power Door Locks	1	
124.	Power Windows	1	
125.	Tilt Steering Wheel	1	

Item	Description	Qty	Price
126.	Dual Alternator (220 amp Minimum)	1	
127.	Block Heater	1	
128.	Limited Slip Rear Axle	1	
129.	Skid Plate	1	
130.	Trailer Brake Controller (Factory Installed)	1	
131.	Vinyl Split Bench Seat	1	
	Additional Pricing		
132.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	

Unit / Body / Chassis Total	**174,119.00**
Multi unit purchase discount	**-3000.00**
Total per unit purchased	**171,119.00**

Altec Industries, Inc.

BY

Lori Woods

Notes:

1 Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would encourage you to consider the following items:

Outrigger pads (When Applicable)
Fall Protection System
Fire extinguisher/DOT kit
Platform Liner (When Applicable)
Altec Sentry Training
Wheel Chocks

The aforementioned equipment can be offered in our new equipment quotations. If you find that any of these items have not been listed as priced options with an item number in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quote version sent to you. These options must be listed with an item number in the quotation for them to be supplied by Altec.

2 The final fully loaded weight of the truck and structural ratings of the hitch assembly may reduce the towing capacity and the vertical load capacity of the finished truck. These capacities may not match the ratings of

the chassis or hitch.

3 Altec Standard Warranty:

One (1) year parts warranty.

One (1) year labor warranty.

Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards

4 F.O.B. - Customer Site

5 Altec Extended Warranty Option:

An Altec Extended Warranty is an extension of Altec's Limited Warranty and protects you from the repair cost associated with defects of materials and workmanship after the standard Limited Warranty expires.

Altec offers many types of coverages and coverage packages. Ask your Altec account manager for details. Quotes are available upon request.

6 Unless otherwise noted, all measurements used in this quote are based on a 40 inch (1016mm) chassis frame height and standard cab height for standard configurations.

7 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.

8 Altec values your data privacy. The Altec Family of Companies (including Altec, Inc., and it's subsidiaries) may collect telematics data from the equipment you own. Please review Altec's Equipment Data Privacy Notice on www.altec.com for more information. By purchasing equipment from Altec, you consent to Altec's right to collect and use such data.

9 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

10 Interest charge of 1/2% per month to be added for late payment.

11 Any payment made by a credit card may be subject to a surcharge fee.

12 Delivery: 380-410 days after receipt of order PROVIDING:
A. Order is received within 14 days from the date of the quote. If initial timeframe expires, please contact your Altec representative for an updated delivery commitment.

B. Customer supplied chassis is received a minimum of sixty (60) days before scheduled delivery.
C. Customer approval drawings are returned by requested date.
D. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.
E. Customer expectations are accurately captured prior to major components being ordered (body, chassis) and line set date. Unexpected additions or changes made after this time or at a customer inspection will delay the delivery of the vehicle.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

13 Trade-in offer is conditional upon equipment being maintained to DOT (Department of Transportation) operating and safety standards and remaining in compliance of DOT until arrival at an Altec Facility. This will include, but is not limited to engine, tires, lights, brakes, glass, etc. All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with unit unless otherwise agreed upon in writing by both parties. ALTEC Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

All reasonable and necessary expenses required of ALTEC Industries to execute transportation of the trade-in will be invoiced to the customer for payment if these conditions are not met to maintain DOT standards.

Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time ALTEC Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order unless other arrangements have been made.

14 This quotation is valid until FEB 03, 2021. After this date, please contact Altec Industries, Inc. for a possible extension.

15 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.

16 Please email Altec Capital at finance@altec.com or call 888-408-8148 for a lease quote today.

17 Please direct all questions to Chad Sprague at (919) 528-2535

Altec Industries, Inc.

Reference Solicitation Number:
Opportunity Number: 1622520
Quotation Number: 795340
GSA Contract #: GS-30F-026GA

GSA Piggyback **Date:** 12/4/2020
Quoted for: City of Santa Fe
Customer Contact:
Phone: **Email:**

Technical Sales Rep: Lori Woods
Altec Local Account Manager: Chad Sprague
Phone: **Email:** chad.sprague@altec.com

REFERENCE ALTEC MODEL

AT41M	Articulating Telescopic Aerial Device with Material Handling (Insulated)	$ 136,546

Per GSA Specifications in GSA Catalog plus Options below

(A.) GSA OPTIONS ON CONTRACT *(Unit)*

1	**AT41M-US48M**	Articulating Telescopic Aerial Device with Material Handling, 48' Boom Height (Insulated)	$11,668
2	**AT41M-AOR**	Auxiliary Outriggers, Interlock, Wooden Pads / Holders (AT48M Class 5 application only)	$3,334

(A1.) GSA OPTIONS ON CONTRACT *(General)*

1	**LED**	LED COMPARTMENT LIGHTS in Body Compartments (Strip Style) (119 Per Compartment)	$952
2	**PSWI2**	PURE SINE WAVE INVERTER.2400 Watts Continuous. GFCI Outlet At Rear.	$2,825
3	**DP**	Plastic Outrigger Pads with Rope Handle and Pad Holder (Pair)	$622
4			
5			

GSA OPTIONS TOTAL: **$155,947**

(B.) OPEN MARKET ITEMS

1	**UNIT**	Two Man Platform 24x48	$667
2	**UNIT & HYDRAULIC ACC**		
3	**BODY**		
4	**BODY & CHASSIS ACC**	Louvered Panel, Inverter Enclosure, Custom Pole Holder	$2,490
5	**ELECTRICAL**	Whelen Liberty Light bar, Custom Strobes, Directional Light bar, Deep Cycle Battery	$6,219
6	**FINISHING**		
7	**CHASSIS**	2021Chevy Silverado MD 4x4 Chassis ILO 2019 Ford F550 4x2 on base quote-upcharge	$8,796
8	**OTHER**		
9	**DELIVERY**		Included

OPEN MARKET ITEMS TOTAL: **$18,172**
Multi unit purchase discount -$3,000
TOTAL FOR UNIT/BODY/CHASSIS: **$171,119**

(C.) OPTIONAL ITEMS (items are not included in total above - ADD as required)

1			
2			
3			
4			
5			

****Pricing valid for 45 days****

NOTES

PAINT COLOR: White to match chassis, unless otherwise specified by solicitation.
WARRANTY: Standard Altec Warranty - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty (May vary based on product quoted). Parts only warranty on mounted equipment for overseas customers. Chassis to include standard warranty, per the manufacturer. Chassis OEM to provide warranty support directly to customer. Extended warranty coverages available upon request.
TO ORDER: To order, please contact the Altec Inside Sales Representative listed above.
CHASSIS: Per Altec Commercial Standard
FET TAX: If chassis over 33K lbs. GVWR, 12 % FET is applicable.
DELIVERY: No later than **380-410** days ARO, unless Expedited Delivery options have been discussed with your Altec Account Manager. FOB Customer Location, unless otherwise stated in Quote.
TERMS: Net 30 days
STOCK UNIT OPTIONS: Stock unit options are subject to prior sale. If interested, please notify your Altec Account Manager within 7-business days of this quote to secure.
BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls on Insulated Aerials for Extra Protection, Limited Lifetime Warranty on Structural Components for Aerials and Diggers, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY® Safety Certification CBT, Dedicated Government Account Manager(s), On-Site Operator Orientation with every Awarded Contract.
TRADE-IN: Equiptment trades must be received in operational condition (as initial inspection) and DOT compliant at the time of pick-up. Failure to comply with these requirements, may result in customer bill-back repairs.
FISCAL YEAR BUDGET ADJUSTMENT: Government pricing is subject to ocassional Economic Pricing Adjustment (EPA) to account model year and material cost changes. If this award occurs after the adjustment have been made, an estimated increase has been provided for your budgetary purposes.
CONTRACTOR CODE CAGE: 1CER8 - Corporate - Birmingham, AL
BUILD LOCATION CAGE: 70B72 - Creedmoor, North Carolina
GENERAL CONTACT/INQUIRIES:

Altec Industries, Inc.

Contract Number: GS-30F-026GA

General Services Administration

Federal Supply Service - Authorized Federal Supply Schedule Price List

Schedule 23V: Automotive Superstore

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!™, a menu-driven database system.
The internet address for GSA Advantage!™ is:
https://www.GSAAdvantage.gov

Contract Period:	**August 31, 2017 through August 30, 2022**
FSC/PSC Code:	**2540, 3810**
Contractor Name:	**Altec Industries, Inc.**
Address:	**210 Inverness Center Drive** **Birmingham, AL 35242**
Phone Number:	**(205) 408-2341**
Fax Number:	**(205) 278-5800**
E-mail:	**fedgovtsales@altec.com**
Website:	**http://www.altec.com**
Contract Administrator:	**Riley Browne**
Other Contacts:	**Elana Martinez** **(303) 416-0653** **Kristi Hatfield** **(540) 966-2908**
Business Size:	**Other than Small**

For more information on ordering from Federal Supply Schedules
click on the FSS Schedules button at fss.gsa.gov.

Price List Effective Through Modification #PS-0018, August 16th, 2019

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Contract Base Models

SIN 125-102: Utility and Telecom Construction Equipment and Attachments

AT237S	AM60	DT80
AT248F	A77T	DT105
AT37-G	A77T-E93	HD35A-22
AT41M	AH100	LS63
LR756	AH125	RL9
LR760-E70	AH150	HLIW1600T
TA50	DB37	Maintenance Body
TA60	DB41	
AA55	DH50	
AA67	DM47B	
AA67-E100	D3060B	
AM55	D4065B	

SIN 271-103: Vehicular Cranes and Attachments

AC18-70B	AC38-127S	175 T
AC23-95B	AC40-152S	365 T
AC30-103S	AC45-127S	505 T

Customer Information

1a. Table of awarded Special Item Numbers (SINs) with appropriate cross-reference to item descriptions and awarded prices:

Special Item Number	Special Item Number Description	Product Description Page	Awarded Price Page
125-102/RC	Utility & Telecom Construction Equipment and Attachments	6-15	6-16
271-103/RC	Vehicular Cranes and Attachments	6-15	6-16

1b.Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. The price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

Special Item Number	Model	Awarded Price
125-102/RC	AT37G	$106,897
271-103/RC	AC18-70B	$162,142

1c. If the contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item: N/A

2. Maximum order:

Special Item Number	Maximum Order
125-102/RC	$200,000
271-103/RC	$100,000

3. Minimum order: $100.00

4. Geographic coverage: 48 Contiguous States and District of Columbia

5. Point of production: See Operations Centers listed on page 17.

6. Discount from list prices or statement of net price: Prices shown herein are net (discount deducted).

7. Quantity discounts:

2 - 5	Units per SIN: 1% discount from contract price
6 - 10	Units per SIN: 1.5% discount from contract price
11 - 19	Units per SIN: 2% discount from contract price
20 +	Units per SIN: TBD at time of order

8. Prompt payment terms: Net 30 Days. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9a. Government purchase cards **are accepted** at or below the micro purchase threshold.

9b. Government purchase cards **are not accepted** above the micro purchase threshold.

10. Foreign items: N/A

11a. Time of delivery: 180 to 360 days after receipt of order depending upon model ordered. Stock units may be available for expedited delivery.

11b. Expedited delivery: N/A

11c. Overnight and 2-day delivery: N/A

11d. Urgent requirements: Please note the Urgent Requirements clause of this contract and contact Contractor.

12. F.O.B. Point: Destination in 48 contiguous states and District of Columbia or Port. Freight Pre-Paid & Added. – Included.

13a. Ordering address:
Altec Industries, Inc.
210 Inverness Center Drive
Birmingham, AL 35242

Attn: Kristi Hatfield
Office Phone: (540) 966-2908
Fax: (205) 278-5800
Email: fedgovtsales@altec.com

13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment address:
Altec Industries, Inc.
210 Inverness Center Drive
Birmingham, AL 35242
Attn: Sheila Jones

15. Warranty provision: See warranty profile

16. Export packing charges, if applicable: $200.00

17. Government purchase cards **are not accepted** above the micro purchase threshold.

18. Terms and conditions of rental, maintenance, and repair (if applicable): See warranty profile listed on page 16.

19. Terms and conditions of installation (if applicable): Final installation points will be determined by Altec depending on plant loading & final delivery location.

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable): N/A

20a. Terms and conditions for any other services (if applicable): N/A

21. List of service and distribution points (if applicable): See service center facilities listed on page 18.

22. List of participating dealers (if applicable): N/A

23. Preventative maintenance (if applicable): Each unit furnished by Altec under this contract will receive on-site, general operator equipment orientation on the proper operation and maintenance as specified in the operator and maintenance manuals. Additional Altec Operator certification and/or hydraulic maintenance trainings are available at additional cost. Please contact your Altec representative for further details.

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/ or reduced pollutants): Hybrid options available.

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/

25. Data Universe Number System (DUNS): 004001731

26. System for Award Management Registration: Altec Industries, Inc. ***is*** registered in the System for Award Management (SAM) database.

Approved Price List

SIN	Item	Description	Code	GSA Price
125-102	AT237S	Articulating Telescopic aerial device (Non-insulated)	BASE	**$107,616**
125-102	AT237S	Gas Engine	GAS	**($4,426)**
125-102	AT248F	Articulating Telescopic Aerial Device (Non-insulated)	BASE	**$132,106**
125-102	AT248F	Dodge chassis	DODGE	**$2,740**
125-102	AT37-G	Articulating Telescopic Aerial Device (Insulated)	BASE	**$106,897**
125-102	AT37-G	40' Boom Height (AT40-G)	US40	**$2,163**
125-102	AT37-G	H Frame Outriggers, Interlock, Wooden Pads / Holders	HFO	**$3,296**
125-102	AT37-G	ISO boom - MUST QUOTE for 40' boom height (n/a on base model)	ISO	**$3,808**
125-102	AT37-G	Dodge Chassis	DODGE	**$2,740**
125-102	AT37-G	Gas Engine	GAS	**($4,004)**
125-102	AT41M	Articulating Telescopic Aerial Device with Material Handling (Insulated)	Base	**$136,546**
125-102	AT41M	41' Boom height - (Personnel)	US41P	**($1,992)**
125-102	AT41M	41' Boom height - (Non-Insulated)	US41S	**$652**
125-102	AT41M	48' Boom Height (Insulated)	US48M	**$11,668**
125-102	AT41M	Auxiliary Outriggers, Interlock, Wooden Pads / Holders (AT48M Class 5 application only)	AOR	**$3,334**
125-102	AT41M	37' Boom height (AT37M)	US37M	**($529)**
125-102	LR756	Overcenter Articulating Aerial Device (Insulated)	BASE	**$144,266**
125-102	LR756	58' Boom Height (LR758)	US58	**$1,180**
125-102	LR756	60' Boom Height (LR760)	US60	**$1,826**
125-102	LR756	Engine Start/Stop With Secondary Stowage System	EDC1	**$2,628**
125-102	LR756	CLASS 7 CAB/CHASSIS (33K GVWR) Required when ordering LR758/60 units	CC8	**$6,556**
125-102	LR756	Manual Transmission	MANUAL	**($5,149)**
125-102	LR760-E70	Overcenter Articulating Aerial Device (Insulated)	BASE	**$174,604**
125-102	LR760-E70	Manual Transmission	MANUAL	**($4,999)**
125-102	TA50	Articulating Telescopic Aerial Device With Material Handling (Insulated)	BASE	**$180,678**
125-102	TA60	Articulating Telescopic Aerial Device With Material Handling (Insulated)	BASE	**$200,129**

SIN	Item	Description	Code	GSA Price
125-102	TA60	55' boom height (Non-Insulated)	US55S	**$10,589**
125-102	AA55	Non-Overcenter Aerial Device With Material Handling (Insulated)	BASE	**$178,559**
125.102	AA55	50' Boom Height (AA50)	US50	**$0**
125-102	AA55	60' Boom Height (AA60)	US60	**$5,358**
125-102	AA55	Over-center Boom Configuration	OC	**$3,914**
125-102	AA55	Non-compensating	NC	**($1,285)**
125-102	AA55	Extended Side Reach	ESR	**$4,354**
125-102	AA67	Non-Overcenter Aerial Device (Insulated)	BASE	**$212,675**
125-102	AA67	Non-compensating	NC	**$1,356**
125-102	AA67	Material handling	MH	**$8,084**
125-102	AA67	Extended side reach	ESR	**$1,500**
125-102	AA67-E100	Non-Overcenter Aerial Device with Elevator (Insulated)	BASE	**$363,632**
125-102	AA67-E100	Non-compensating aerial device	NC	**$1,356**
125-102	AA67-E100	Material handling	MH	**$5,176**
125-102	AA67-E100	Extended side reach	ESR	**$1,500**
125-102	AA67-E100	Line Body	LB	**$10,556**
125-102	AA67-E100	Chassis to be Kenworth T880 with X15 Engine producing 565 HP	CC	**$48,063**
125-102	AM55	Overcenter Aerial Device With Material Handling (Insulated)	BASE	**$184,424**
125-102	AM55	50’ Boom Height (AM50)	US50	**$0**
125-102	AM55	Extended Side Reach	ESR	**$3,616**
125-102	AM55	X-frame outriggers (required with ESR Option)	XFO	**$3,819**
125-102	AM60	Overcenter Aerial Device With Material Handling (Insulated)	BASE	**$201,365**
125-102	AM60	Extended Side Reach (AM60E)	ESR	**$3,283**
125-102	AM60	ESR MUST QUOTE with X-frame outriggers (REQUIRED)	XFO	**$3,819**
125-102	A77T	Non-Overcenter Telescopic Aerial Device With Material Handling (Insulated)	BASE	**$249,218**
125-102	A77T	72’ Boom Height (A72T)	US72	**($6,713)**
125-102	A77T-E93	Non-Overcenter Aerial Device With Extended Reach Elevator (Insulated)	BASE	**$352,090**

SIN	Item	Description	Code	GSA Price
125-102	AH100	Articulating Telescopic Aerial Device With Material Handling (Insulated)	BASE	**$397,688**
125-102	AH100	Aluminum Platform With Category A Dielectric Certification	CAT-A	**$26,300**
125-102	AH100	Full Steel Line Body	FSLB	**$13,389**
125-102	AH100	Chassis to be Freightliner 114SD with DD13 Engine producing 450 HP and Step Frame 6x6 Conversion	CC	**$98,099**
125-102	AH125	Articulating Telescopic Aerial Device With Material Handling (Insulated)	BASE	**$550,954**
125-102	AH125	AutoCar ACX64, Two Man, Low Cab Design In Lieu Of Standard Chassis	AC	**$29,283**
125-102	AH125	Updated Specifications for AutoCar ACX64, Engine to be L9 with 300HP / 860 Lb-FT	ACU	**$28,634**
125-102	AH125	Non-Insulated Aerial with De-Icing Package (AH125S)	ICE	**$32,602**
125-102	AH125	All Wheel Drive	AWD	**$82,496**
125-102	AH150	Articulating Telescopic Aerial Device With Material Handling (Insulated)	BASE	**$814,815**
125-102	DB37	37 ‘ Digger Derrick – Tracked Backyard	BASE	**$133,368**
125-102	DB37	Trailer for base model	TRLR	**$11,167**
125-102	DB41	41’ Digger Derrick – Tracked Backyard	BASE	**$173,266**
125-102	DB41	Trailer for base model	TRLR	**$15,181**
125-102	DH50	50’ Digger Derrick	BASE	**$221,883**
125-102	DM47B	47’ Digger Derrick (DM47B-TR)	BASE	**$195,161**
125-102	DM47B	45’ Sheave Height (DM45B)	US47	**($1,357)**
125-102	DM47B	Boom Tip Winch	BTW	**$899**
125-102	DM47B	Remove Upper Controls And Additional Accessories	DAA	**($4,565)**
125-102	D3060B	60’ Digger Derrick	BASE	**$257,259**
125-102	D3060B	55’ Sheave Height (D3055B)	US55	**($991)**
125-102	D3060B	50’ Sheave Height (D3050B)	US50	**($991)**
125-102	D3060B	Boom Tip Winch	BTW	**$1,753**
125-102	D3060B	Remove Upper Controls And Additional Accessories	DAA	**($4,565)**
125-102	D4065B	65’ Digger Derrick	BASE	**$272,971**
125-102	D4065B	60’ Sheave Height (D4060B)	US60	**($4,205)**

SIN	Item	Description	Code	GSA Price
125-102	D4065B	Remove Upper Controls And Additional Accessories	DAA	($4,565)
125-102	DT80	80’ Digger Derrick (Steel)	BASE	$358,451
125-102	DT80	Aluminum body	ALB	$5,616
125-102	DT80	Automatic Transmission	AUTO	$7,101
125-102	DT80	65’ Digger Derrick	US65	($65,581)
125-102	DT80	Chassis to be Kenworth T880 6x6 with X15 Engine producing 450 HP	CC	$82,421
125-102	DT105	105' Digger Derrick (sheave height)	BASE	$608,164
125-102	DT105	Automatic Transmission	AUTO	$7,101
125-102	HD35A-22	22' Hydraulic Pressure Digger	BASE	$340,184
125-102	HD35A-22	17' Digger	HD35-17	($956)
125-102	HD35A-22	10' Digger	HD35-10	($3,007)
271-103	AC18-70B	Hydraulic Telescopic Crane	BASE	$162,142
271-103	AC18-70B	Rear Mount Unit (Must Select UCR & FBO)	RM	$2,480
271-103	AC18-70B	Continuous Rotation (Must Select FBO)	UCR	$6,804
271-103	AC18-70B	Two Piece 24'-40' - Telescopic Side Stow Jib	2JIB	$5,753
271-103	AC18-70B	Tandem axle chassis	TANDEM	$36,301
271-103	AC23-95B	Hydraulic Telescopic Crane	BASE	$233,469
271-103	AC23-95B	Rear mount (AC23-95R) with Continuous Rotation	RM	$6,900
271-103	AC23-95B	Riding Seat (AC23-95S) with Continuous Rotation	RS	$21,555
271-103	AC23-95B	Continuous Rotation (Must Select Front Bumper Outrigger)	UCR	$4,017
271-103	AC23-95B	Two Piece 26'-44' - Telescopic Side Stow Jib	2JIB	$6,418
271-103	AC23-95B	12,000 Lb Two Speed Winch	12TW	$2,014
271-103	AC23-95B	Hydraulic Pole Guides	HPG	$51,739
271-103	AC30-103S	Hydraulic Telescopic Crane	BASE	$290,249
271-103	AC30-103S	Two Piece 26'-44' - Telescopic Side Stow Jib	2JIB	$6,468
271-103	AC30-103S	Aluminum flatbed	ALUM	$3,728
271-103	AC38-127S	Hydraulic Telescopic Crane	BASE	$326,104
271-103	AC38-127S	103', 5 Section Boom (AC38-103S)	US103	($4,508)
271-103	AC38-127S	One Piece 31' - Side Stow Jib	1JIB	$6,901
271-103	AC38-127S	Two Piece 31'-55' - Telescopic Side Stow Jib	2JIB	$8,671

SIN	Item	Description	Code	GSA Price
271-103	AC38-127S	Operator Cab Heat	OCH	**$2,987**
271-103	AC38-127S	Aluminum flatbed	ALUM	**$6,934**
271-103	AC38-127S	8x6 Chassis	TRI-AX	**$3,998**
271-103	AC38-127S	5,000 Lb Auxiliary Winch	5AW	**$12,841**
271-103	AC40-152S	Hydraulic telescopic crane with Aerial operation mode, A92.2, radio remote controls & quick attach 1,200 lbs platform	BASE	**$444,549**
271-103	AC40-152S	Two Piece 28'-49' - Telescopic Side Stow Jib	2JIB	**$7,965**
271-103	AC45-127S	Hydraulic telescopic crane	BASE	**$431,341**
271-103	AC45-127S	Two Piece 31'-55' - Telescopic Side Stow Jib	2JIB	**$8,971**
271-103	175 T	17.5 ton knuckleboom crane	BASE	**$170,004**
271-103	175 T	Automatic Transmission	AUTO	**$7,101**
271-103	365 T	36.5 ton knuckleboom crane	BASE	**$245,685**
271-103	365 T	Automatic Transmission	AUTO	**$7,101**
271-103	505 T	50.5 ton knuckleboom crane	BASE	**$277,740**
271-103	505 T	Automatic Transmission	AUTO	**$7,101**
125-102	LS63	63' Hydraulic Telescopic Non-Insulated Aerial - Work Platform	BASE	**$190,561**
125-102	LS63	Automatic Transmission	AUTO	**$5,149**
125-102	RL9	Cable Reel Handling And Pulling Special Purpose Vehicle	BASE	**$205,125**
125-102	RL9	Reel Driver Kit	RD	**$3,441**
125-102	HLIW1600T	Hotline Insulator Washer	BASE	**$133,464**
125-102	HLIW1600T	Final Tier IV engine	C-4	**$23,869**
125-102	HLIW1600T	1200 Gallon (HLIW-1200T)	G12	**($1,556)**
125-102	Maintenance Body	Maintenance Body	BASE	**$131,773**
All SINS	ACCESSORY OPTIONS	Air Hose with Retractable Reel	AH	**$1,592**
All SINS	ACCESSORY OPTIONS	One (1) Aluminum Tool Box	ATB	**$917**

SIN	Item	Description	Code	GSA Price
All SINS	ACCESSORY OPTIONS	Air Transportability - Restrictions Apply	ATR	**$5,005**
All SINS	ACCESSORY OPTIONS	5 gallon water cask with bracket	BK	**$202**
All SINS	ACCESSORY OPTIONS	Complete 9' Cross-Arm Assembly. Includes One (1) 9'x3" Cross-Arm, Swivel Support, Brace Pole, Two (2) Brace Clamps, And Three (3) Four Way Conductor Holders	CAA	$1,645
All SINS	ACCESSORY OPTIONS	Cab Guard	CG	**$2,797**
All SINS	ACCESSORY OPTIONS	Cone Holder, Fold Over Post Style	CH	**$271**
All SINS	ACCESSORY OPTIONS	Custom Paint Color	CP	**$15,000**
All SINS	ACCESSORY OPTIONS	Detachable Electric Start Generator (5000 Watt)	DGEN	**$2,767**
All SINS	ACCESSORY OPTIONS	Directional Light Bar	DLB	**$1,399**
All SINS	ACCESSORY OPTIONS	Plastics Pads and Pad Holder With Rope Handle (Pair)	DP	**$622**
All SINS	ACCESSORY OPTIONS	Aluminum Bumper / Grill, Installed	EPH	**$2,575**
All SINS	ACCESSORY OPTIONS	Grounding Reel with Cable and Clamp	GR	**$1,095**
All SINS	ACCESSORY OPTIONS	Hydraulic Generator. 3000-Watt Load Demand With Outlet At Rear Of Body And Automatic Throttle Advance. (Connected To Gfi At Boom Tip On Non-Insulated Units).	HGEN	**$1,784**
All SINS	ACCESSORY OPTIONS	Spring loaded hose reel with 50ft nonconductive hose with quick couplings	HRS	**$1,357**
All SINS	ACCESSORY OPTIONS	JEMS Hybrid Solution for Heavy Duty Application	Hybrid-HD	**$74,312**
All SINS	ACCESSORY OPTIONS	JEMS Hybrid Solution for Light Duty Application	Hybrid-LD	**$29,888**
All SINS	ACCESSORY OPTIONS	JEMS Hybrid Solution for Medium Duty Application	Hybrid-MD	**$52,505**
All SINS	ACCESSORY OPTIONS	LED COMPARTMENT LIGHTS in Body Compartments (Strip Style) (Per Compartment)	LED	**$119**
All SINS	ACCESSORY OPTIONS	Ladder Rack	LR	**$619**
All SINS	ACCESSORY OPTIONS	Lower Tool Circuit	LTC	**$369**
All SINS	ACCESSORY OPTIONS	2" Single Conductor Holder. Attaches To End Of Jib For Lifting Phases.	MCR	**$484**
All SINS	ACCESSORY OPTIONS	Jib Adapter. Jib Adapter Is For Altec 4.1" X 4.1" Square Jibs (Square To Round Conversion)	MCR1	**$568**
All SINS	ACCESSORY OPTIONS	Hydraulic Oil Cooler, Single Fan	OC	**$445**
All SINS	ACCESSORY OPTIONS	Hydraulic Oil Cooler, Dual Fan	OC2	**$1,364**
All SINS	ACCESSORY OPTIONS	Hydraulic oil heater	OH	**$1,425**

SIN	Item	Description	Code	GSA Price
All SINS	ACCESSORY OPTIONS	Removable Pole Rack	PR	**$1,746**
All SINS	ACCESSORY OPTIONS	PURE SINE WAVE INVERTER.1800 Watts Continuous. GFCI Outlet At Rear.	PSWI	**$2,507**
All SINS	ACCESSORY OPTIONS	PURE SINE WAVE INVERTER.2400 Watts Continuous. GFCI Outlet At Rear.	PSWI2	**$2,825**
All SINS	ACCESSORY OPTIONS	PURE SINE WAVE INVERTER.3400 Watts Continuous. GFCI Outlet At Rear.	PSWI3	**$3,611**
All SINS	ACCESSORY OPTIONS	PTO Hour Meter	PTO	**$168**
All SINS	ACCESSORY OPTIONS	Radial Outriggers (restrictions apply)	RO	**$2,490**
All SINS	ACCESSORY OPTIONS	14" Removable Railing for Flatbed	RR	**$2,561**
All SINS	ACCESSORY OPTIONS	Rear Window Guard	RW	**$266**
All SINS	ACCESSORY OPTIONS	Post Mounted Spotlight, LED, for use by driver	SPOT	**$317**
All SINS	ACCESSORY OPTIONS	Post mounted Spotlights, LED, Qty2, for use by driver and passenger	SPOT1	**$634**
All SINS	ACCESSORY OPTIONS	Floodlight, LED, Installed	SPOT2	**$389**
All SINS	ACCESSORY OPTIONS	FOUR (4) POINT STROBE SYSTEM (LED)	SPOT3	**$550**
All SINS	ACCESSORY OPTIONS	SIX (6) POINT STROBE SYSTEM (LED)	SPOT4	**$762**
All SINS	ACCESSORY OPTIONS	Spotlight, LED, Installed	SPOT5	**$404**
All SINS	ACCESSORY OPTIONS	Remote Spot Light, LED, Permanent Mount, With Wireless Dash Mounted Controls And Programmable Wireless Remote	SPOT6	**$700**
All SINS	ACCESSORY OPTIONS	TOOL HOLDER FOR PISTOL GRIP CHAINSAW	TH1	**$127**
All SINS	ACCESSORY OPTIONS	TOOL HOLDER FOR POLE SAW	TH2	**$214**
All SINS	ACCESSORY OPTIONS	TOOL HOLDER FOR CIRCLE SAW	TH3	**$208**
All SINS	ACCESSORY OPTIONS	TOOL HOLDER FOR PRUNER	TH4	**$208**
All SINS	ACCESSORY OPTIONS	TOOL HOLDER FOR IMPACT WRENCHES AND DRILLS	TH5	**$233**
All SINS	ACCESSORY OPTIONS	Set of 8ft 3/8" non-conductive hose with couples each end.	THS	**$126**
All SINS	ACCESSORY OPTIONS	Tools – tire removal and jack	TJ	**$220**
All SINS	ACCESSORY OPTIONS	TOOL TRAY. Fiberglass, Clips to Outside of Platform	TT	**$84**
All SINS	ACCESSORY OPTIONS	Under Deck Air Compressor (PTO Driven)	UDAC	**$24,600**
All SINS	ACCESSORY OPTIONS	VIDEO BACK UP CAMERA	VCAM	**$823**

SIN	Item	Description	Code	GSA Price
All SINS	ACCESSORY OPTIONS	120 Volt GFCI Receptacle, Includes Weather-Resistant Enclosure	VRI	**$239**
All SINS	ACCESSORY OPTIONS	Wire Reel Rack	WRR	**$662**
All SINS	TOOL OPTIONS	Hydraulic Capstan	UHC	**$3,002**
All SINS	TOOL OPTIONS	Hydraulic Pole Puller	UHPP	**$1,169**
All SINS	TOOL OPTIONS	Hydraulic Tamp	UHT	**$1,752**
All SINS	TOOL OPTIONS	Hydraulic Chainsaw, Pistol Grip	UTS1	**$1,278**
All SINS	TOOL OPTIONS	Hydraulic Pole Saw	UTS2	**$1,477**
All SINS	TOOL OPTIONS	Hydraulic Circle Saw	UTS3	**$1,605**
All SINS	TOOL OPTIONS	Hydraulic Pruner	UTS4	**$1,338**
All SINS	TOOL OPTIONS	Hydraulic Impact Wrench, 3/4" Drive	UTS6	**$2,495**
All SINS	TOOL OPTIONS	Hydraulic Drill, 1/2" Drive	UTS7	**$1,576**
All SINS	TOOL OPTIONS	Hydraulic Impact Wrench, 1/2" Drive	UTW	**$1,123**
All SINS	WINCH OPTIONS	Electric Capstan Package	ECP	**$2,263**
All SINS	WINCH OPTIONS	Mid-Ship Winch, 15,000 Lb Bare Drum Capacity	GNT	**$24,706**
All SINS	WINCH OPTIONS	Electric Front Winch Package	MEW	**$3,221**
All SINS	WINCH OPTIONS	Hydraulic Capstan	MHC	**$4,744**
All SINS	WINCH OPTIONS	Braden PD18 Front Bumper Package, 20,000 LB Single-Speed Hydraulic Winch	MHW18	**$8,417**
All SINS	WINCH OPTIONS	Braden PD35 Front Bumper Package, 35,000 LB Single-Speed Hydraulic Winch	MHW35	**$16,737**
All SINS	WINCH OPTIONS	Collapsible Reel (CR)	UHB	**$1,265**
All SINS	WINCH OPTIONS	Aluminum Bayonet Capstan Drum	UHBD	**$556**
All SINS	WINCH OPTIONS	Winch Controls, Electrohydraulic, Single Axis Control Lever (Meterable) in-Lieu of Standard Non-Meterable Air Controls	WC	**$887**
All SINS	DIGGER DERRICK AUGER OPTIONS	12” Diameter Dirt Auger Full Flight	UA12	**$1,022**
All SINS	DIGGER DERRICK AUGER OPTIONS	18” Diameter Dirt Auger Full Flight	UA18	**$1,251**
All SINS	DIGGER DERRICK AUGER OPTIONS	24” Diameter Dirt Auger Full Flight	UA24	**$1,498**

SIN	Item	Description	Code	GSA Price
All SINS	DIGGER DERRICK AUGER OPTIONS	30” Diameter Dirt Auger Full Flight	UA30	**$1,851**
All SINS	DIGGER DERRICK AUGER OPTIONS	12” Rock Ripper Auger Full Flight	UAR12	**$1,128**
All SINS	DIGGER DERRICK AUGER OPTIONS	18” Rock Ripper Auger Full Flight	UAR18	**$1,329**
All SINS	DIGGER DERRICK AUGER OPTIONS	24” Rock Ripper Auger Full Flight	UAR24	**$1,642**
All SINS	DIGGER DERRICK AUGER OPTIONS	30” Rock Ripper Auger Full Flight	UAR30	**$1,671**
All SINS	HIGH PRESSURE DIGGER AUGER OPTIONS	18” Diameter Rock Auger For Pressure Digger	PDR18	**$2,567**
All SINS	HIGH PRESSURE DIGGER AUGER OPTIONS	24” Diameter Rock Auger For Pressure Digger	PDR24	**$3,853**
All SINS	HIGH PRESSURE DIGGER AUGER OPTIONS	36” Diameter Rock Auger For Pressure Digger	PDR36	**$4,184**
All SINS	HIGH PRESSURE DIGGER AUGER OPTIONS	48” Diameter Rock Auger For Pressure Digger	PDR48	**$5,119**
All SINS	CHASSIS OPTIONS	All Wheel Drive - Heavy Duty Chassis	AWD-HD	**$26,911**
All SINS	CHASSIS OPTIONS	All Wheel Drive - Light Duty Chassis	AWD-LD	**$5,158**
All SINS	CHASSIS OPTIONS	All Wheel Drive - Medium Duty Chassis	AWD-MD	**$23,893**
All SINS	CHASSIS OPTIONS	Light Duty Crew Cab	CC1	**$3,004**
All SINS	CHASSIS OPTIONS	Medium Duty Crew Cab	CC2	**$7,463**
All SINS	CHASSIS OPTIONS	Central Tire Inflation System (CTIS)	CTIS	**$22,800**
All SINS	CHASSIS OPTIONS	Driver Controlled Locking Differential	D1	**$1,473**
All SINS	CHASSIS OPTIONS	Disk Brakes in-lieu of Drum Brakes (per axle)	DISC	**$2,748**
All SINS	CHASSIS OPTIONS	Driver Air Operated Suspension Seat	DSS1	**$528**

SIN	Item	Description	Code	GSA Price
All SINS	CHASSIS OPTIONS	Driver And Passenger Air Operated Suspension Seats	DSS2	**$1,049**
All SINS	CHASSIS OPTIONS	Engine Compression Brake	ECB	**$1,098**
All SINS	CHASSIS OPTIONS	Engine Block Heater	EH	**$99**
All SINS	CHASSIS OPTIONS	Pre-Heater For Chassis, Installed	EPH	**$3,296**
All SINS	CHASSIS OPTIONS	Engine Exhaust Brake	EXB	**$731**
All SINS	CHASSIS OPTIONS	70-GALLONS MINIMUM FUEL CAPACITY	FTC	**$969**
All SINS	CHASSIS OPTIONS	Light Duty Super Cab In Lieu Of Standard Regular Cab	LDSC	**$1,979**
All SINS	CHASSIS OPTIONS	MILITARY MARKINGS Tags, Data Plates, And Forms	MIL	**$281**
All SINS	CHASSIS OPTIONS	Trailer Lighting Cable. 110" Coiled Electric Cable With 7-Way Female Trailer Plugs On Each End.	MTL	**$45**
All SINS	CHASSIS OPTIONS	Navigation Package	NP	**$881**
All SINS	CHASSIS OPTIONS	Power Windows and Door Locks	PW	**$960**
All SINS	CHASSIS OPTIONS	MIRRORS-EXTERIOR SIDEVIEW HEATED AND REMOTE CONTROLLED	RM6	**$562**
All SINS	CHASSIS OPTIONS	TIRE SPARE ASSEMBLY - FRONT AXLE (Shipped Loose)	TSAF	**$941**
All SINS	CHASSIS OPTIONS	TIRE SPARE ASSEMBLY - REAR AXLE (Shipped Loose)	TSAR	**$941**
All SINS	CHASSIS OPTIONS	ENGINE OIL HEATER W/ BLOCK & CORD 110-VAC Immersion Heater With 25' Cord Installed In Oil Pan.	SEHB	**$718**
All SINS	CHASSIS OPTIONS	In-Line Fuel Warmer. Uses Engine Coolant To Warm Fuel In Lines Before Entering Engine. Maximum Heated Temperature For Fuel 80 Degrees Under Any Circumstance.	SEHC	**$682**
All SINS	CHASSIS OPTIONS	In-Tank Fuel Warmer. Uses Engine Coolant To Warm Fuel In Tank Before Pumping To Engine. Maximum Heated Temperature For Fuel 80 Degrees Under Any Circumstance.	SEHD	**$985**
All SINS	CHASSIS OPTIONS	IN-LINE FULE WARMER - An in-line fuel warmer of the electrically heated type shall be provided and conform to all requirements of SAE J 1422 and FMCSR 393.77(b)(7)	SEHE	**$644**
All SINS	CHASSIS OPTIONS	Standard Rust-proofing. When code SRP is specified, the vehicle shall be rust-proofed in accordance with Fed Standard	SRP	**$304**
All SINS	CHASSIS OPTIONS	Light duty spare tire / wheel	STLD	**$295**
All SINS	CHASSIS OPTIONS	Electric Trailer Brake Controller	TBE	**$229**
All SINS	CHASSIS OPTIONS	Hydraulic All Wheel Drive Aftermarket System 18k-20k FAWR	TRAC1	**$43,897**
All SINS	CHASSIS OPTIONS	Hydraulic All Wheel Drive Aftermarket System <16k FAWR	TRAC2	**$38,481**
All SINS	CHASSIS OPTIONS	Hydraulic All Wheel Drive Aftermarket System, Twin Steer	TRAC3	**$71,996**

SIN	Item	Description	Code	GSA Price
All SINS	CHASSIS OPTIONS	SPARE TIRE CARRIER IN CARGO AREA (Tire not included)	UTC	**$296**
All SINS	CHASSIS OPTIONS	Vertical Exhaust	VES	**$236**
All SINS	CHASSIS OPTIONS	Aluminum Wheels (2) in-lieu of steel wheels	WHL1	**$1,762**
All SINS	CHASSIS OPTIONS	Painted Steel Wheels (2) custom color other than standard white	WHL2	**$318**
All SINS	CHASSIS OPTIONS	Export Preparation. Locking Compartments, Banding Loose Material, And Coating Cylinders With Cosmoline	XP	**$433**
ALL SINS	CHASSIS OPTIONS	Cab Notch, Allows For Lower Travel Height	CN	**$5,060**
All SINS	Aerial Options	Dual single-man platforms with dual controls, covers and liners	2SP	**$12,613**
All SINS	Aerial Options	Air Line To The Platform	AL	**$123**
All SINS	Aerial Options	Extended Side Reach	ESR	**$5,731**
All SINS	Aerial Options	Platform Elevator	PE	**$4,015**
All SINS	Aerial Options	Platform Lighting Package	PLP	**$400**
All SINS	Aerial Options	Category A Dielectric Rating, Includes Testing and Certification	CA	**$13,161**
All SINS	Crane Options	Automatic Transmission	AUTO	**$6,431**
All SINS	Crane Options	Centralized Outrigger Controls at Rear	COC	**$403**
All SINS	Crane Options	Dual Entry Enclosed Operator's Cab with Cab Tilt Mechanism (0-20 Degrees), Heat and Air Conditioning	DE-OC	**$25,910**
All SINS	Crane Options	Front Bumper Outrigger	FBO	**$4,871**
All SINS	Crane Options	Custom Front Bumper Outrigger (Upgraded FBO)	FBO1	**$7,609**
All SINS	Crane Options	Hose Reel For Crane Accessories	HRCA	**$5,092**
All SINS	Crane Options	Outrigger Jack Controls At Crane Controls	OJC	**$1,131**
All SINS	Crane Options	Two-Man Platform	PLAT	**$6,261**
All SINS	Crane Options	Platform Test Lift Package	PTL	**$2,812**
All SINS	Crane Options	Crane Radio Remote Controls	RADIO-C	**$12,315**
All SINS	Crane Options	One (1) Sheave Load Block with holder	SHEAVE1	**$2,661**
All SINS	Crane Options	Two (2) Sheave Load Block With Holder	SHEAVE2	**$4,461**
All SINS	Crane Options	Three (3) Sheave Load Block with holder	SHEAVE3	**$4,825**
All SINS	Crane Options	Aptong Wood Flatbed	WOOD	**$5,692**
All SINS	Derrick Options	Electronic Side Load Protection	ESLP	**$1,525**
All SINS	Derrick Options	10ft Material Handling Jib	JIB10	**$1,164**
All SINS	Derrick Options	15ft Material Handling Jib	JIB15	**$3,253**

SIN	Item	Description	Code	GSA Price
All SINS	Derrick Options	Digger Derrick Radio Remote Controls	RADIO-D	**$10,383**
All SINS	Derrick Options	RotaFloat	RF	**$1,316**
All SINS	Derrick Options	Opti-View Riding Seat	OV	**$1,699**

Warranty Profile

WARRANTY

Products designed and manufactured by Altec Industries, Inc. are warranted to be free from defects in material and workmanship at the time of initial delivery subject to the following provisions:

For one (1) year following initial delivery of the product, Altec will, at its option, repair or replace any part found by Altec to be defective in material or workmanship at the time of the initial delivery. During the first ninety (90) days following initial delivery, no charge for parts, labor or travel to the customer's location shall be made for such repair or replacement at the customer's location. During the remainder of such one (1) year, no charge for parts or labor shall be made for such repair or replacement at an Altec service facility. Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables. Note: Boom truck cranes to have 5 year limited structural warranty.

This limited warranty does not cover: (a) products which have not been operated and maintained in accordance with Altec operators and maintenance manuals, programs and bulletins; (b) products which have not been mounted in accordance with Altec installation procedures; (c) products not manufactured by Altec which are supplied by Altec on special order; (d) products which are repaired without using original Altec parts; or (e) transportation or delivery to an Altec service facility or the customer's location.

DOMESTIC USE

When vehicles are used within the continental United States, the warranty shall include the furnishing, without cost to the Government (FOB Altec's nearest dealer or branch to vehicle's location or station), of new parts and assemblies to replace any that failed or malfunctioned within the warranty period. In addition, when the Government elects to have the work performed at Altec's plant, branch, dealership, or with Altec's approval (i) to correct the supplies itself; or (ii) to have them corrected by a commercial garage facility; the cost of the labor involved in the replacement of the failed or malfunctioned parts or assemblies shall be borne by Altec.

FOREIGN USE

When vehicles are used outside the continental United States, including Puerto Rico and the Virgin Islands, the warranty shall include the furnishing of new parts or assemblies to replace any returned to Altec by the Government that failed or malfunctioned within the warranty period. The replacement parts or assemblies shall be delivered by Altec to the port of embarkation in the United States designated by the Government. Altec will not be required to bear the cost of the labor involved in correcting defects in vehicles operated in foreign countries.

WARRANTY EXCEPTIONS

The following items are considered normal maintenance and repair for which Altec need not assume liability for reimbursing the Government regardless of the vehicle age or mileage.

- Abuse, negligence, or unapproved alteration of original parts
- Damage from accidents
- Brake and standard clutch adjustments
- General tightening, headlamp adjustments
- Wheel alignment or tire balancing
- Tires and batteries (if warranted by their manufacturers)
- Miscellaneous expenses such as fuel, towing, telephone, travel, lodging, or loss of personal property

Altec Operations Centers

Southern Operation
Altec Industries, Inc.
1730 Vanderbilt Road
Birmingham, AL 35243
205-323-8751

Northern Operation
Altec Industries, Inc.
5201 West 84th Street
Indianapolis, IN 46268
317-872-3460

Western Operation
Altec Industries, Inc.
325 Industrial Way
Dixion, CA 95620
916-678-800

South Eastern Operation
Altec Industries, Inc.
1550 Aerial Way
Creedmoor, NC 27522
919-528-2535

Midwest Operation
Altec Industries, Inc.
2106 South Riverside Road
St. Joseph, MO 64507-9799
816-364-2244

Roanoke Operation
Altec Industries
325 South Center Drive
Daleville, VA 24083
540-992-5300

Elizabethtown Operation
Altec Industries, Inc.
200 Altec Drive
Elizabethtown, KY 42701
270-360-600

Hi-Line Operation
Altec HiLine, LLC
1255 Port Terminal Drive
Duluth, MN 55816-0288
218-722-9200

Eastern Operation
Altec Industries, Inc.
250 Laird Street
Plains, PA 18705
717-822-3104

Burnsville Operation
150 Altec Drive
Burnsville, NC 28714
828-678-5500

Altec Service Center Locations

Alabama
1730 Vanderbilt Road
Birmingham, AL 35234
205-458-1599

Arizona
2505 W. Durango Street
Phoenix, AZ 85009
602-252-8841

California (North)
2517 N Tyler Avenue
El Monte, CA 91733
818-448-9886

California (South)
2882 Pomona Blvd
Pomona, CA 91766
909-444-0444

Colorado
641 Telluride Street
Aurora, CO 80011-7818
303-364-9515

Florida
2570 Old Okeechobee Road
West Palm Beach, FL 33409
561-686-8550

Georgia
287 First Street
Forest Park, GA 30050
404-363-3602

Indiana
5201 West 84th Street
Indianapolis, IN 46268
317-802-3875

Massachusetts
28 Wales Street
Millbury, MA 01527
508-752-0660

Maryland
1434 Hughes Ford Road
Frederick, MD 21701
301-662-6262

Missouri (West)
5202 E. 36 Highway
St. Joseph, MO 64507
816-236-1219

Missouri (East)
1125 South Callahan Road
Wentzville, MO 63385
636-639-2260

North Carolina
800 Highway 152 East
China Grove, NC 28023
704-856-2040

Ohio
1236 Township Road 1175
Ashland, OH 44805
419-289-6066

Oregon
13817 NE Sandy Blvd
Portland, OR 97230
503-253-3900

Pennsylvania
250 Laird Street
Plains, PA 18705
570-822-3104

Utah
1111 S 3200 W
Salt Lake City, UT 84104
801-972-6168

Texas (North)
1001 Solon Road
Waxahachie, TX 75165
972-937-8284

Texas (South)
6902 East Orem Drive
Houston, TX 77075
713-336-6230

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Altec Industries Inc.

Procurement Title: Request to Purchase two (2) Aerial Lift Trucks for Traffic Signal Shop

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 Jose Lerma

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 - 12/10/20

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

Fran Dunaway

Fran Dunaway (Dec 15, 2020 16:49 MST)

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.

State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor:
0000144443
Altec Inc.
210 Inverness Center Drive
Birmingham, AL 35242-0000

Email: riley.browne@altec.com
Telephone No. (205) 408-2341

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested

For questions regarding this contract please contact:
John Bacon – (505) 469-3818

Price Agreement Number: **00-00000-20-00091**

Payment Terms: **See Contract**

F.O.B.: **Destination**

Delivery: **See Contract**

Procurement Specialist: **Raelynn Lujan**

Telephone No.: **(505) 827- 0484**

Email: **raelynn.lujan@state.nm.us**

Title: **Automotive Superstore/Heavy Equipment**

Term: **February 25, 2020 thru August 30, 2022**

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

;

Accepted for the State of New Mexico

Mark Hayden, New Mexico State Purchasing Agent

Date: 2/25/2020

NM

Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's quote, a binding contract is created.

2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. **Assignment:**

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this contract or procurement are hereby assigned to the State.

4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. **Inspection:**

a. Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with the terms and conditions of the agreement shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

b. Final inspection and acceptance will be made at the destination. Services rejected for nonconformance with the terms and conditions of the agreement and/or requirements shall be corrected by the Vendor promptly after notice of rejection. Those services not corrected after notice shall not be paid for.

6. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**

7. **Packing, Shipping and Invoicing:**

a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT to the State Purchasing Agent.

8. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The

rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

9. **Non-Collusion:** In accepting these terms and conditions the Vendor certifies that the Vendor has not, either directly or indirectly, entered into action in restraint of free competitive procurement in connection with this offer submitted to the State Purchasing Agent or his/her designee.

10. **Nondiscrimination:** Vendors doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

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

12. **Items:** All supplied items are to be NEW and of most current production, unless otherwise specified.

13. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

14. **Workers' Compensation:** The Vendor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Vendor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

15. **Subcontracting:** The Vendor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Vendor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

16. **Records and Audit:** The Vendor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of six (6) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

17. **Subcontracts:** The foregoing requirements shall be inserted into all subcontracts from the prime Vendor to the subcontractor, if such subcontracting has been approved in writing by the Procuring Agency.

New Mexico Employees Health Coverage

A. If Vendor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Vendor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Vendor and the State exceeds $250,000 dollars.

B. Vendor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Vendor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: http://www.insurenewmexico.state.nm.us/.

D. For purposes of this Paragraph, the following terms have the following meanings:

(1) "New Mexico Employee" means any resident of the State of New Mexico employed by Vendor who performs the majority of the employee's work for Vendor within the State of New Mexico, regardless of

the location of Vendor's office or offices; and

(2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

Article I – Statement of Work
Under the terms and conditions of this Price Agreement and pursuant to the approval of the State Purchasing Agent (as can be found on the cover page of this agreement) either a particular entity or all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed herein. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Vendor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term
The term of this Price Agreement, for issuance of orders, shall be as indicated in the Price Agreement.

Article III – Conformance With Terms and Conditions
Items and/or services furnished hereunder shall conform to the requirements, terms and conditions of the agreement and/or drawings applicable to items listed herein. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions
Vendor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Vendor during the term; The Vendor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination
The Agency may terminate this Agreement for convenience or cause. The Vendor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Vendor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Vendor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Vendor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment
This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Vendor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided for in the bid, request for proposals and/or price agreement terms and conditions.

Article VII – Indemnity Clause
Vendor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Vendor's, and/or its employees, own negligent act or omission while Vendor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.
Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule
Prices as listed in the agreements cannot be exceeded. Vendors and end users may negotiate lower prices where in agreement to do so.

Article XI -- Applicable Law
The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

Article XII – Supremacy Clause
In the event of any conflict between the terms and conditions of this present agreement and the terms and conditions of any agreement made subsequent and related to this agreement or made pursuant to this agreement, including but not limited to any work orders, service agreements, orders, etc, this present agreement's terms and conditions shall govern.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 00-00000-20-00091

Establish a Price Agreement based on GSA Contract # **GS-30F-026GA** for Automotive Superstore/Heavy Equipment

This Price Agreement may be extended if the GSA Contract is extended, upon approval of all parties.

Contract orders shall be issued only to vendor(s) shown under this Price Agreement. Prices shall be equal to or less than the price stipulated under the above listed GSA Contract.

Agencies must verify that items being purchased, rented, etc., are listed on the above referenced GSA. Only those items listed may be placed on contract orders under this Price Agreement. A complete copy of the GSA catalog must be retained by the using agency for auditing purposes. Trade-ins are not allowed under this Price Agreement.

Vendors under this Price Agreement are required to furnish a complete copy of the GSA catalog to the using agency upon request. Vendors must certify upon request that only those products, supplies or services accepted by the federal government are included in GSA price list.

State and local government catalogs are not acceptable.

Note: all terms and conditions established in the referenced GSA and by the New Mexico State Purchasing Agent shall prevail.

The Contractor agrees to provide a utilization report to the agreement administrator in accordance with the following schedule:

Period End	Report Due
September 30	October 31
December 31	January 31
March 31	April 30
June 30	July 31

Sample Reports can be found at:
http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors

Email completed reports to: GSD.QuarterlyUsageR@state.nm.us

The periodic report shall include the gross total sales for the period subtotaled by procuring agency name. The report shall be accompanied with a check payable to the State Purchasing Division for an amount equal to three quarters of one percent **(0.75%)** of the total sales for the period.

This agreement is not intended to be used to procure "Open Market" items.

Item	Approx Qty	Unit	Article and Description	Unit Price
1	1	Ea.	**Automotive Superstore/Heavy Equipment**	

*** 1 Item Total ***

GB Packet - Altec Industries Inc

Final Audit Report 2020-12-10

Created:	2020-12-10
By:	Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-HhdfTn-7X_ZhCRjjD1T0uSA2vHRCg39

"GB Packet - Altec Industries Inc" History

Document created by Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
2020-12-10 - 9:00:34 PM GMT- IP address: 63.232.20.2

Document emailed to Regina Wheeler (rawheeler@santafenm.gov) for signature
2020-12-10 - 9:01:19 PM GMT

Email viewed by Regina Wheeler (rawheeler@santafenm.gov)
2020-12-10 - 9:36:41 PM GMT- IP address: 104.47.64.254

Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)
Signature Date: 2020-12-10 - 9:37:46 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2020-12-10 - 9:37:46 PM GMT

GB PWD SIGNAL SHOP 2 AERIAL LIFT TRUCKS

Final Audit Report 2020-12-15

Created:	2020-12-14
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAowypQWmbRtOmHxJrnWZIY1PIB2erpXwS

"GB PWD SIGNAL SHOP 2 AERIAL LIFT TRUCKS" History

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2020-12-14 - 9:05:48 PM GMT- IP address: 63.232.20.2

Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2020-12-14 - 9:08:36 PM GMT

Document shared with jptapia@santafenm.gov
2020-12-15 - 6:43:11 PM GMT- IP address: 63.232.20.2

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2020-12-15 - 11:25:47 PM GMT- IP address: 104.47.64.254

Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2020-12-15 - 11:28:18 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2020-12-15 - 11:28:23 PM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2020-12-15 - 11:49:38 PM GMT- IP address: 104.47.64.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2020-12-15 - 11:49:47 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2020-12-15 - 11:49:47 PM GMT

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

MEMO

Date: **September 16, 2020**

To: **Public Works and Public Utilities Committee – September 29, 2020**

Quality of Life Committee – October 7, 2020

City Council – October 14, 2020

Via: Shannon Jones, Public Utilities Department Director SJ

From: Jesse Roach, Director, City of Santa Fe Water JR

ITEM

Request to Join a Steering Committee for Santa Fe River Planning from Nichols Reservoir to Cerro Gordo Road

BACKGROUND

City of Santa Fe Water (CSFW) allows water to move through Nichols Reservoir into the Santa Fe River for "Living River" flows and downstream diversions by Cerro Gordo Acequia and Acequia Madre. CSFW is currently installing a new pipeline from Nichols Reservoir to the Canyon Road Water Treatment Plant. Once complete and connected to an updated outlet conduit from Nichols (scheduled completion spring 2022), this pipeline may create additional Acequia delivery management options for CSFW. This new pipeline will also allow an existing gravity pipeline along the Santa Fe River to be abandoned. This abandonment has implications for habitat restoration and recreational development in the area.

As a result of these impending changes, the time is right to develop a long range vision for management of water resources, ecological habitat, and recreational resources along this reach of the Santa Fe River. CSFW would like to join with other owners of riparian lands along the Santa Fe River between Nichols Dam and Cerro Gordo Road to form a steering committee to guide a planning process with stakeholders to land and water management along this reach of the Santa Fe River. The other land owners in this reach are the National Audubon Society, The Nature Conservancy, and the United States Forest Service.

The goals of this effort are (1) an understanding of stakeholder preferences and (2) a resulting vision for management of water resources, ecological habitat, and recreational opportunities along the Santa Fe River from Nichols Dam to Cerro Gordo Road.

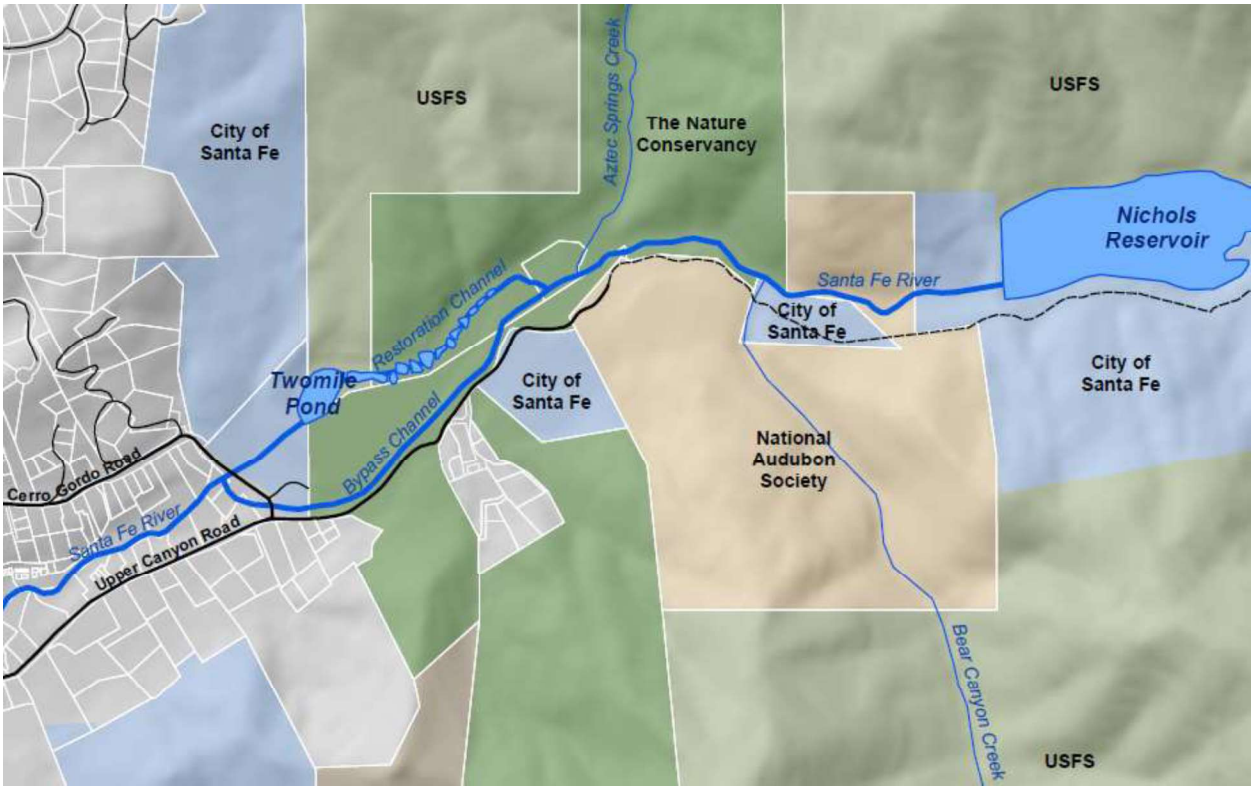
REQUEST

Approval for the City of Santa Fe to join a Steering Committee to guide planning along the Santa Fe River from Nichols to Cerro Gordo. The Charter defining this Steering Committee which would need to be signed by Mayor Webber is attached here for reference, and has been approved as to form by the City Attorney's Office.

September 17, 2020

Charter of a Steering Committee for Santa Fe River Planning Nichols to Cerro Gordo

As owners of riparian lands along the Santa Fe River between Nichols Dam and Cerro Gordo Road, we the City of Santa Fe, the National Audubon Society, The Nature Conservancy, and the United States Forest Service desire to work together as a steering committee to guide a planning process with stakeholders to land and water management in this section of the Santa Fe River. The goals of this effort are (1) an understanding of stakeholder preferences and (2) a resulting vision for management of water resources, ecological habitat, and recreational opportunities along the Santa Fe River from Nichols Dam to Cerro Gordo Road. Land ownership along this stretch of the Santa Fe River is shown below.



Any party may choose to cease its participation in this steering committee at any time by notifying the other parties in writing of such cessation. Each party acknowledges that it will be responsible for its own actions that result from recommendations coming from this joint planning effort, and will not be responsible for the acts of any other party. The steering committee serves a coordination role only and does not imply any funding obligations. Any endeavor involving reimbursement or contribution of funds between or among the parties must be memorialized in a separate, mutual, written agreement. This planning effort is not intended to create any legal or financial obligations between or among the parties. This planning effort is not intended to create a legal partnership or a joint venture between or among the parties.

Charter of a Steering Committee for Santa Fe River Planning Nichols to Cerro Gordo: Signatures

Alan Webber, Mayor, City of Santa Fe

_____ _____

Signature Date

Attested by Yolanda Vigil, City Clerk, City of Santa Fe

_____ _____

Signature Date

City Attorney's Office, Senior Assistant City Attorney, City of Santa Fe

Marcos Martinez

Marcos Martinez (Sep 17, 2020 09:42 MDT)

_____ Sep 17, 2020

Signature Date

Carl Beal, Center Manager
Randall Davey Audubon Center & Sanctuary, Audubon New Mexico

_____ _____

Signature Date

Robert Findling, Director of Land Protection & Stewardship
The Nature Conservancy, New Mexico Field Office

_____ _____

Signature Date

Sanford "Sandy" Hurlocker, District Ranger
Espanola Ranger District, Santa Fe National Forest

_____ _____

Signature Date

20200917_Charter_Steering Committee SF River Planning Nichols to CG

Final Audit Report 2020-09-17

Created:	2020-09-17
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAARXVpjKyh_XnKMa3GsXonwpZZNDWFwvdK

"20200917_Charter_Steering Committee SF River Planning Nichols to CG" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-09-17 - 3:41:37 PM GMT- IP address: 63.232.20.2

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2020-09-17 - 3:42:12 PM GMT

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2020-09-17 - 3:42:33 PM GMT- IP address: 174.56.49.116

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-09-17 - 3:42:46 PM GMT - Time Source: server- IP address: 174.56.49.116

Agreement completed.
2020-09-17 - 3:42:46 PM GMT

POWERED BY Adobe Sign

Signature: Shannon Jones (Sep 18, 2020 12:15 MDT)

Email: swjones@santafenm.gov

16Sep2020 CommiteeRequestApprovalSteering CommitteeNicholsToCGMemoAndCharter

Final Audit Report 2020-09-18

Created:	2020-09-18
By:	Jesse Roach (jdroach@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAeaqIgPLcKOwJZMeoQxDUvYi5hkP7W660

"16Sep2020 CommiteeRequestApprovalSteeringCommitteeNicholsToCGMemoAndCharter" History

Document created by Jesse Roach (jdroach@santafenm.gov)
2020-09-18 - 3:26:40 PM GMT- IP address: 63.232.20.2

Document emailed to Shannon Jones (swjones@santafenm.gov) for signature
2020-09-18 - 3:27:43 PM GMT

Email viewed by Shannon Jones (swjones@santafenm.gov)
2020-09-18 - 6:15:39 PM GMT- IP address: 174.237.138.54

Document e-signed by Shannon Jones (swjones@santafenm.gov)
Signature Date: 2020-09-18 - 6:15:57 PM GMT - Time Source: server- IP address: 174.237.138.54

Agreement completed.
2020-09-18 - 6:15:57 PM GMT

Adobe Sign

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 09/29/2020

ISSUE NO. 8F

Request for approval to join a Steering Committee for Santa Fe River Planning from Nichols Reservoir to Cerro Gordo Road. (Jesse Roach, Water Division Director, jdroach@santafenm.gov, 955-4309)

Committee Review
Quality of Life Committee (Scheduled) 10/07/2020
Governing Body (Scheduled) 10/14/2020

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved to forward to 10/07/2020 Quality of Life Committee.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 10/21/2020
FOR CITY COUNCIL MEETING OF 10/28/2020

ISSUE:
Request for approval to join a Steering Committee for Santa Fe River Planning from Nichols Reservoir to Cerro Gordo Road. (Jesse Roach, Water Division Director, jdroach@santafenm.gov, 955-4309)

COMMITTEE REVIEW:
Quality of Life Committee: 10/21/2020
Governing Body: 10/14/2020

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		

CITY OF SANTA FE
LIQUOR LICENSE HEARING OFFICER

Recommended
Findings of Fact and Conclusions of Law

Application No.: 1176518 (NMRLD/AGD)
Name of Applicant: Café Castro Inc.
Doing Business As: Café Castro
Proposed Location: 2811 Cerrillos Road, Santa Fe, NM 87507

THIS MATTER came before the Liquor License Hearing Officer for public hearing on August 19, 2020 at 4:00 PM by video hearing, on the application of Café Castro Inc. (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 beer and wine liquor license with on premises consumption only, with patio service.

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. December 16, 2020 memo from City Clerk Yolanda Y. Vigil
    b. October 29, 2020 letter from New Mexico Regulation and Licensing Department, Alcohol and Gaming Division (NMRLD/AGD) Hearing Officer Charmaine Martinez to the City of Santa Fe granting preliminary approval and forwarding the application to the City for local option district approval or disapproval.
    c. NMRLD/AGD Application No. 1176518
    d. September 16, 2020 zoning verification from Land Use Planner Senior John Neuneubel confirming that on-premises consumption of alcohol with patio service is a permitted use.
    e. Site plan
    f. Notices of Public Hearing (*Santa Fe New Mexican*, City of Santa Fe website)
    g. December 21, 2020 memo from Ordinance Enforcement Specialist Jason Sena finding no anticipated substantial change in litter or noise as a result of the request
    h. Vicinity map

    i. Santa Fe Land Development Code Table of Permitted Uses and zoning district map
    j. City of Santa Fe Liquor License Request Supplemental Information
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 November 20, 2020 and November 27, 2020 and on the City's website.
6. The Application is for an existing business in a location that currently serves liquor. The application is due to a change in ownership.
7. The business operates Tuesday-Sunday from 11 AM to 8 PM, and hours of operation will stay the same.
8. Traffic is not expected to increase, and business is expected to remain the same (110 customers driving, 10 walking).
9. The Traffic Engineering Division has concluded that approval will not create unacceptable traffic impacts.
10. There will be a fully enclosed outdoor seating area.
11. The proposed location will not cause a substantial change in litter or noise.
12. The proposed location is not within an area where sale of alcoholic beverages is prohibited by the laws of New Mexico.
13. Issuance or transfer will not be in violation of a zoning or other ordinance of the governing body.
14. Issuance or transfer will not be detrimental to the public health, safety or morals of the residents of the local option district.
15. 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.



12/28/2020

_____ Date: _____

Christopher L. Graeser

City of Santa Fe, New Mexico

memo

DATE: December 16, 2020

TO: Christopher L. Graeser, Liquor Hearing Officer

FROM: Yolanda Y. Vigil, City Clerk

ITEM & ISSUE

Request from Café Castro, Inc., for a Restaurant Liquor License (Beer and Wine), with on-premise consumption only and patio service, to be located at Café Castro.

BACKGROUND AND SUMMARY

The applicant has requested a Restaurant Liquor License (beer and wine), with on-premise consumption only, to be located at Café Castro, 2811 Cerrillos Road. Restaurant Liquor License No. 30639 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
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

October 29, 2020 **Certified Mail No.:** 9171 9690 0935 0155 2455 99

RCVD - CITY CLERK
'20 NOV 5

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

RE:	License No. | Application No.:	Application No. 1176518
	Name of Applicant:	Café Castro, Inc.
	Doing Business As:	Café Castro
	Proposed Location:	2811 Cerrillos Road, Santa Fe, NM 87507

Dear Local Governing Body,

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

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

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

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

Sincerely,

C. Martinez

Charmaine Martinez, Hearing Officer

THE APPLICANT IS SEEKING A RESTAURANT BEER AND WINE LIQUOR LICENSE WITH ON PREMISES CONSUMPTION ONLY WITH PATIO SERVICE.

Alcoholic Beverage Control
(505) 476-4875

ABC USE ONLY: Application Number: 1176518 Local Option District:

RECEIVED
SEP 22 2020
ALCOHOLIC BEVERAGE CONTROL

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): Cafe Castro Inc

ADDRESS: 2811 Cerrillos Rd **CITY** Santa Fe **STATE** NM **ZIP** 87507

APPLICANT PHONE #: 505-660-4119 **BUSINESS PHONE #:** 505-473-5800

D/B/A NAME TO BE USED: Cafe Castro

EMAIL ADDRESS (required): info@cafecastrosf.com

PHYSICAL LOCATION WHERE LICENSE IS TO BE USED: 2811 Cerrillos Rd

CITY Santa Fe **STATE** NM **COUNTY** Santa Fe **ZIP** 87507

MAILING ADDRESS: 1521 Agua Fria St **CITY** Santa Fe **STATE** NM **ZIP** 87505

Agent/Contact Person: Pascual D Hernandez **Phone#:** 5056604119 **Email:** info@cafecastrosf.com

Are alcoholic beverages currently being dispensed at the proposed location? ■ **Yes** ■ **No** **If Yes, License # / Type:** 30639

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

You must sign and date this form before a Notary Public.

Signature of Applicant: [signature] Date: 9-15-202

NOTARY PUBLIC USE ONLY: (State of New Mexico, County of Santa Fe)

SUBSCRIBED AND SWORN TO before me this 15 day of September, 20 20

By: Pascual Hernandez Notary Public: [signature]

My Commission Expires: 11/09/2022

OFFICIAL SEAL
BRENDA ORNELAS-MATA
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires 11/09/2022

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 ALCOHOLIC BEVERAGE CONTROL DIVISION USE ONLY: ☐ Approved ☐ Disapproved

Signed by Director: _____ Date: _____

$200 232680 9-22-2020

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): Julia + Carlos Castro

B. Date and Term of Lease: Feb 1 2020 > one year: option to Renew

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: Santa Fe Christian Fellowship Church Miles/feet: 0.2 mi

Address/location of Church: 2860 Cerrillos Rd #5, Santa Fe NM 87507

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

Name of School Salazar Elementary Miles/feet 0.7 mi

Address/location of School: 1231 Apache Av. Santa Fe, NM 87505

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

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

Miles: 58 mi

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.

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

September 16, 2020

Ms. Alma Castro
1521 Agua Fria Street
Santa Fe, NM 87505

Subject: Zoning Verification for Property Located at 2811 Cerrillos Road

Dear Ms.Castro:

As you requested, this letter provides zoning verification for the above referenced property. According to the Official Zoning Map, the property is located within the C-2 general commercial district.

14-4.3 (B) C-2 General Commercial District

Purpose and Intent: The C-2 general commercial district includes areas along streets carrying large volumes of traffic where commercial uses are appropriate. Regulations are designed to guide future additions or changes so as to discourage extension of existing and formation of future strip commercial development, to preserve the carrying capacity of the streets and to provide for off-street parking and loading.

Eating and drinking (liquor/alcohol) establishments are permitted uses within the C-2 district, as well as retail sales including but not limited to package liquor/alcohol.

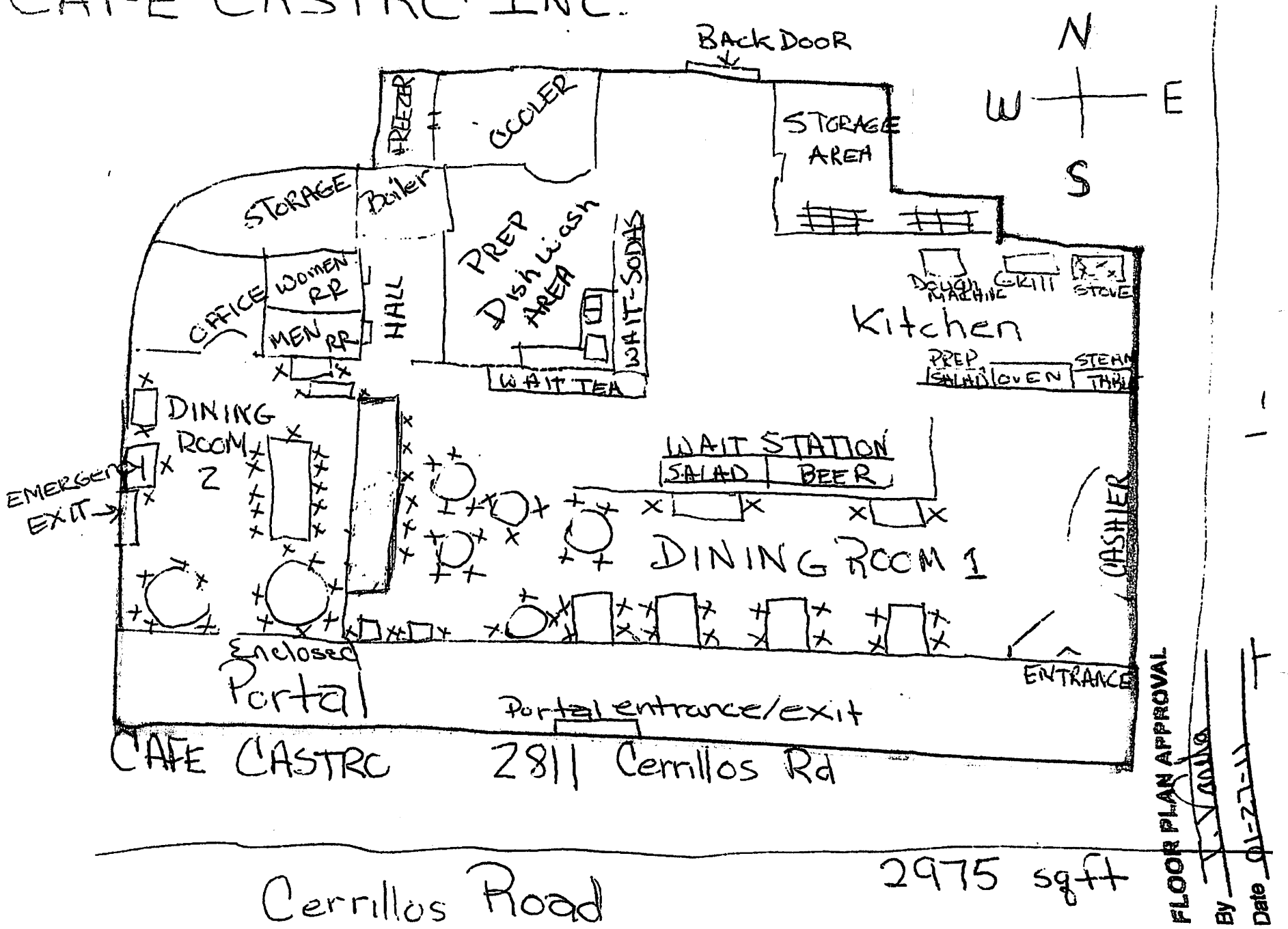
For additional information, please reference City of Santa Fe Chapter 14 SFCC regarding these districts (Chapter 14-4 – Zoning Districts/14-6 Permitted Uses ***http://clerkshq.com/default.ashx?clientsite=Santafe-nm.***

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

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

J. Neunuebel
John Neunuebel, Planner Senior
Current Planning Division

CAFE CASTRO INC.



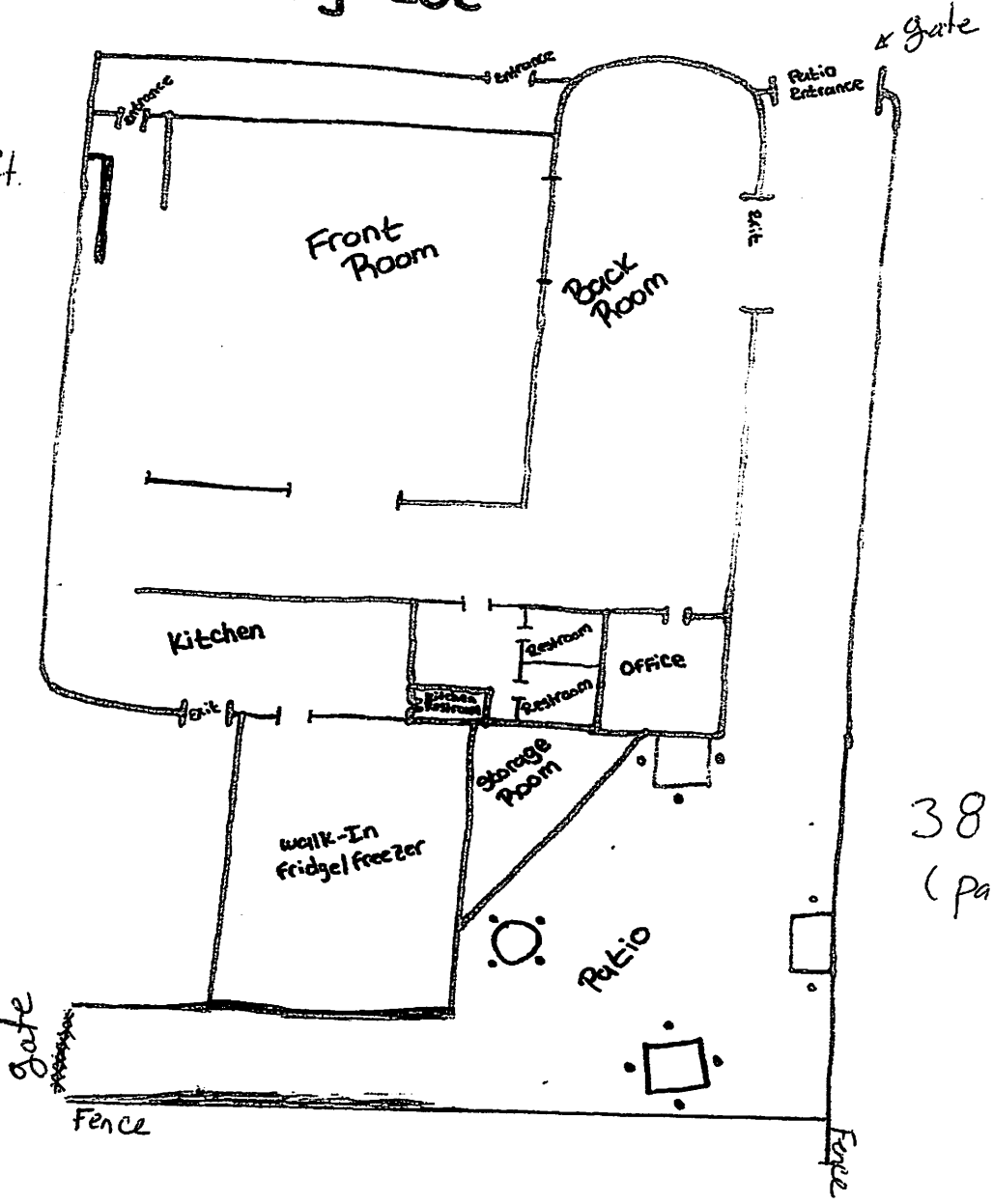
S

E W

N

Cerrillos Rd.

Parking Lot



2,975 Sq ft.
(Inside)

381 Sq. ft.
(patio)

3,356 Sq. Ft.
(total: inside + patio)

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, December 21, 2020.

The purpose of this hearing is to discuss a request from Café Castro, Inc., 1521 Agua Fria Street, Santa Fe for a Restaurant Liquor License (Beer and Wine), with on-premise consumption only and patio service, to be located at Café Castro, 2811 Cerrillos Road, 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: November 16, 2020
To Be Published: November 20, 2020 & November 27, 2020

By _____
The Santa Fe New Mexican (Signature)



LEGALS

LEGAL # 87751

CITY OF SANTA FE
NOTICE OF PUBLIC HEARING

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Yolanda Y. Vigil
City Clerk

Pub. Nov. 20, 27, 2020



LEGALS

LEGAL # 87751

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Yolanda Y. Vigil
City Clerk

Pub. Nov. 20, 27, 2020

December 21, 2020 at 4:00 P.M. - LIQUOR HEARING OFFICER

ATTEND VIRTUALLY

https://www.youtube.com/user/cityofsantafe

Request from Café Castro, Inc., 1521 Agua Fria Street, Santa Fe for a Restaurant Liquor License (Beer and Wine), with On-Premise Consumption Only and Patio Service, to be Located at Café Castro, 2811 Cerrillos Road, 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

PASCUAL DIEGO HERNANDEZ
1521 AGUA FRIA ST
SANTA FE NM, 875050909

505-660-4119

Account Number: STPDH

Ad ID: 4757

Ordered By: Alma Castro

Ad Cost: $90.60

Tax Amount: $7.64

Total Amount: $98.24

Amount Due: $98.24

PO Number:

Major Class: LEGAL NOTICES

Classification: Legals

Ad Type: Legal (wrapper)

# of Words 120

Sales Rep: Shaundel Moya

Order Taken by: Shaundel Moya

Payment

Product:

Placement:

Ad Size: 1.00 x 4.49"

Modular Size:

Color:

Run Dates:

11/20/2020, 11/27/2020

LEGAL # 87751

CITY OF SANTA FE
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Yolanda Y. Vigil
City Clerk

Pub. Nov. 20, 27, 2020

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, NM 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Peter N. Ives, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Mike Harris, District 4
JoAnne Vigil Coppler, District 4

DATE: December 21, 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 Café Castro, Inc., for the following:

Pursuant to §60-6B-10 NMSA 1978, request from Café Castro, Inc., 1521 Agua Fria Street, Santa Fe, for a Restaurant Liquor License (beer and wine), with on-premise consumption only, and patio service, to be located at Café Castro, 2811 Cerrillos Road, Santa Fe.

BACKGROUND AND SUMMARY

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


2811 Cerrillos Rd
C2
JORGENSEN LN
HARRISON RD
CERRILLOS RD

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]	

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: CAFE CASTRO INC
   D/B/A Name to be used: CAFE CASTRO
   Physical location where license is to be used: 2811 CERRILLOS RD
   Applicant Telephone Number: 505-660-4119 OR 505-264-2162

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

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

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

5. If the answer to questions #3 is yes, indicate the current hours of operation of the business.
   TUESDAY - SUNDAY 11 AM - 8 PM CLOSED - MONDAYS
   If the hours of operation will change due to the sale of liquor, indicate the revised hours.
   WILL STAY SAME

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

7. If the answer to question #3 is yes, indicate the anticipated change in business volume due to the sale of liquor:
   __ Business is expected to increase (number of customers per day: _____)
   __ Business is expected to decrease (number of customers per day: _____)
   X Business is expected to remain the same

8. If the answer to questions #3 is no, indicate the number of customers anticipated per day at the business.
   N/A

9. Estimate the number of customers per day who currently drive (or will drive) to the business versus the number who walk:
   110 Number of customers who drive
   10 Number of customers who walk

10. Has liquor ever been sold at this location?
    X Yes
    ___ No

11. If the answer to question #10 is yes, indicate the name of the establishment and the year(s) that the liquor sales occurred.
    CAFE CASTRO 2010-2020

12. Indicate which of the following statements best reflects your opinion regarding traffic impacts if this request is approved:
    __ Traffic can be expected to increase on adjacent streets.
    X Traffic will not increase on adjacent streets.

13. Is an outdoor seating/patio area included in the licensed premise?
    X Yes
    ___ No

14. If the answer to question #13 is yes, is the outdoor area fully enclosed?
    X Yes
    ___ No

Name of person completing this form: PASCUAL D. HERNANDEZ
Telephone number: 505 6660 4119
Date: 11-20-2020

(For City Use Only)

Based upon the information provided above, staff has the following comments:

X It does not appear that the approval of this request will create any unacceptable traffic impacts.

___ It appears that the approval of this request will create unacceptable traffic impacts (see comments below).

___ Other comments: _____

By: Regina Wheeler

Title: Public Works Director

Date: 11/30/2020

CITY OF SANTA FE
LIQUOR LICENSE HEARING OFFICER

Recommended
Findings of Fact and Conclusions of Law

Application No.: 1175034 (NMRLD/AGD)
Name of Applicant: Starship Crumbacher LLC
Doing Business As: Cakes Corner Cafe
Proposed Location: 228 Old Santa Fe Trail, Santa Fe, NM 87501

THIS MATTER came before the Liquor License Hearing Officer for public hearing on August 19, 2020 at 4:00 PM by video hearing, on the application of Starship Crumbacher, 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 beer and wine liquor license with on premises consumption only, with patio service.

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. December 16, 2020 memo from City Clerk Yolanda Y. Vigil
    b. November 10, 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 John Vallejos regarding pandemic procedures.
    c. NMRLD/AGD Application No. 1175034
    d. August 18, 2020 zoning verification from Land Use Planner Senior Donna Wynant confirming that on-premises consumption of alcohol with patio service is a permitted use.
    e. Site plan
    f. Notices of Public Hearing (*Santa Fe New Mexican*, City of Santa Fe website)
    g. December 21, 2020 memo from Ordinance Enforcement Specialist Jason Sena finding no anticipated substantial change in litter or noise as a result of the request
    h. Vicinity map

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

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 November 20, 2020 and November 27, 2020 and on the City's website.
6. The Application is for an existing business in a location that does not currently serve liquor.
7. The business operates from 8 AM to 9 PM (pandemic hours 8AM – 4PM).
8. Traffic on adjacent streets is not expected to increase, and business is expected to increase by 7 customers per day (15 customers driving, 15 walking).
9. The Traffic Engineering Division has concluded that approval will not create unacceptable traffic impacts.
10. There will be a fully enclosed outdoor seating area.
11. The proposed location will not cause a substantial change in litter or noise.
12. The proposed location is not within an area where sale of alcoholic beverages is prohibited by the laws of New Mexico.
13. Issuance or transfer will not be in violation of a zoning or other ordinance of the governing body.
14. Issuance or transfer will not be detrimental to the public health, safety or morals of the residents of the local option district.
15. 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.



12/28/2020

_____ Date: _____

Christopher L. Graeser

City of Santa Fe, New Mexico

memo

DATE: December 16, 2020

TO: Christopher L. Graeser, Liquor Hearing Officer

FROM: Yolanda Y. Vigil, City Clerk

ITEM & ISSUE

Request from Starship Crumbacher, LLC, for a Restaurant Liquor License (Beer and Wine), with on-premise consumption only and patio service, to be located at Cakes Corner Café.

BACKGROUND AND SUMMARY

The applicant has requested a Restaurant Liquor License (beer and wine), with on-premise consumption only, to be located at Cakes Corner Café, 228 Old Santa Fe Trail. 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

Alcoholic Beverage Control
(505) 476-4875

November 10, 2020

Certified Mail No.: 9171 9690 0935 0078 2607 61

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

RCVD - CITY CLERK
'20 NOV 16

Appl. No.:	Application No. 1175034
Name of Applicant:	Starship Crumbacher LLC
Doing Business As:	Cakes Corner Cafe
Proposed Location:	228 Old Santa Fe Trail, Santa Fe, New Mexico 87501

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 INCLUDING PATIO SERVICE, WITH ON PREMISES CONSUMPTION ONLY.

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

ABC Stamp

New Mexico Regulation and Licensing Department | Alcoholic Beverage Control Division
PO Box 25101 Santa Fe, NM 87504-5101 | Phone: (505) 476-4875 Fax: (505) 476-4595 | **Page 1** Revised 2/20

1-8-2020

ABC USE ONLY: Application Number: 1175034 Local Option District: RECEIVED

2m 2320209

SEP 08 2020

ALCOHOLIC BEVERAGE CONTROL DIVISION

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): CAVES CORNER CAFE STARSHIP CRUMBACHER LLC

ADDRESS: 228 OLD SANTA FE TRAIL **CITY** SANTA FE **STATE** NM **ZIP** 87501

APPLICANT PHONE #: (505) 469-1636 **BUSINESS PHONE #:** (505) 989-1904

D/B/A NAME TO BE USED: CAVES corner CAFE

EMAIL ADDRESS (required): Cake@crusby.com

PHYSICAL LOCATION WHERE LICENSE IS TO BE USED: 228 OLD SANTA FE TRAIL

CITY SANTA FE **STATE** NM **COUNTY** SANTA FE **ZIP** 87501

MAILING ADDRESS: 228 OLD SANTA FE TRAIL **CITY** SANTAFE **STATE** NM **ZIP** 87501

Agent/Contact Person: Haley Crumbacher **Phone#:** 5054691636 **Email:** Cake@Crusby.com

Are alcoholic beverages currently being dispensed at the proposed location? ☐ **Yes** ☒ **No** **If Yes, License # / Type:** _____

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

You must sign and date this form before a Notary Public.

Signature of Applicant: Haley Crumbacher Date: Sept 2nd 2020

NOTARY PUBLIC USE ONLY: (State of New Mexico, County of Santa Fe)

SUBSCRIBED AND SWORN TO before me this 2 day of September 20

By: Haley Crumbacher Notary Public: Stephanie Segura-Salas

My Commission Expires: 08/28/2021

OFFICIAL SEAL
Stephanie Segura-Salas
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 08/28/2021

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 ALCOHOLIC BEVERAGE CONTROL DIVISION USE ONLY: ☐ Approved ☐ Disapproved

Signed by Director: _____ Date: _____

PREMISES LOCATION, OWNERSHIP, AND DESCRIPTION

NMSA §60-6B-10

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

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

☐ Other (provide details): _____

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

A. Owner(s): _____

B. Date and Term of Lease: MARCH 1 2020 - FEB 28, 2021 (1 YEAR)

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

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

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

Name of Church: Saint Francis of Assisi Miles/feet: .2 miles

Address/location of Church: 113 Cathedral Place Santa fe NM 87501

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

Name of School Wood Gormley Elementary Miles/feet .5 miles

Address/location of School: 141 E. Booth St. Santa Fe NM 87501

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)

60 miles add at hearing 10-5-20

* 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: ☐ Lounge ☒ Restaurant ☐ Package Grocery ☐ Racetrack

☐ Hotel ☐ 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.

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

August 18, 2020

Alcohol & Gaming Division
Regulations & Licensing Department
State of New Mexico
2550 Cerrillos Road, Second Floor
Santa Fe, NM 87505

RE: Zoning Verification for 228 Old Santa Fe Trail

To Whom It May Concern,

This letter is in response to a request for zoning verification on the above-referenced property. According to the Official Zoning Map, the property referenced above is zoned BCDLOR (Business Capitol District Plaza/Loretto).

14-4.3(E) BCD Business Capitol District
In recognition of the fact that the economic health of the City depends on the economic viability of the BCD, the purpose of the BCD is to provide for a mix of land uses, including residential uses, designed to promote the district's economic well-being while preserving the unique architecture, townscape and aesthetics that foster a strong tourist industry and sustain the quality of life, sense of community and historical identity in the district and the City.

BCD Zoning permits bars, restaurants, lounges and alcoholic beverage sales.

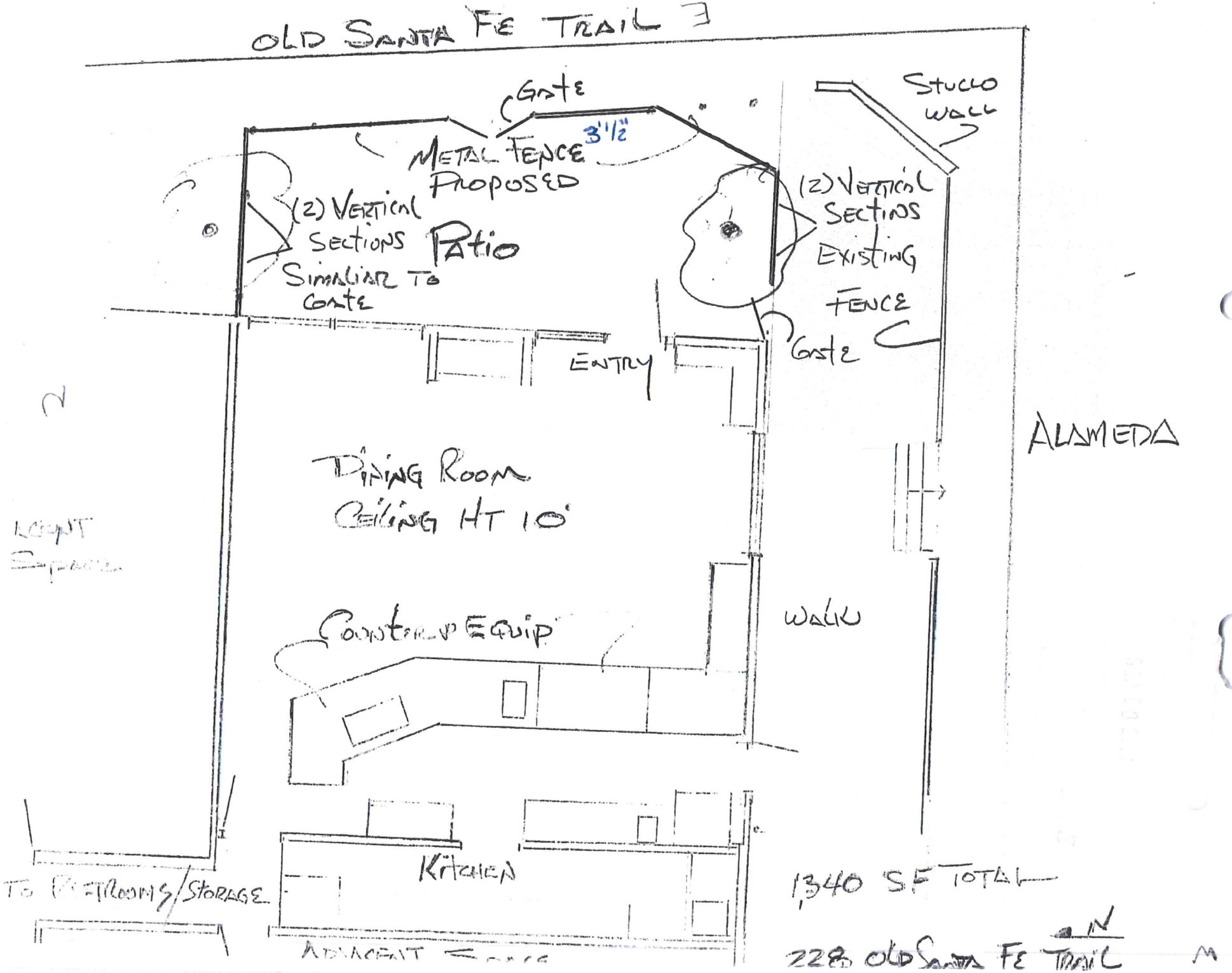
For additional information, please reference City of Santa Fe Chapter 14 SFCC regarding these districts (Chapter 14-4 – Zoning Districts/14-6 Permitted Uses
http://clerkshq.com/default.ashx?clientsite=Santafe-nm.

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

If you have any further questions, please contact me at the number below.

Donna Wynant

Donna J. Wynant, AICP
Land Use Senior Planner
City of Santa Fe Land Use Department
200 Lincoln Ave., Box 909
Santa Fe, NM 87504-0909
(505) 955-6325
djwynant@santafenm.gov


OLD SANTA FE TRAIL
Gate
METAL FENCE PROPOSED
3'1/2"
STUCCO WALL
(2) VERTICAL SECTIONS
PATIO
SIMILIAR TO GATE
(2) VERTICAL SECTIONS
EXISTING
FENCE
Gate
ENTRY
ALAMEDA
DINING ROOM
CEILING HT 10'
COUNTER EQUIP
WALL
KITCHEN
1340 SF TOTAL
228 OLD SANTA FE TRAIL

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, December 21, 2020.

The purpose of this hearing is to discuss a request from Starship Crumbacher, LLC, for a Restaurant Liquor License (Beer and Wine), with on-premise consumption only and patio service, to be located at Cakes Corner Café, 228 Old Santa Fe Trail, 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: November 16, 2020
To Be Published: November 20, 2020 & November 27, 2020

By _____
The Santa Fe New Mexican (Signature)

LEGAL # 87752

CITY OF SANTA FE
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Yolanda Y. Vigil
City Clerk

Pub. Nov. 20, 27, 2020

LEGAL # 87752

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Yolanda Y. Vigil
City Clerk

Pub. Nov. 20, 27, 2020

December 21, 2020 at 4:00 P.M. - LIQUOR HEARING OFFICER

ATTEND VIRTUALLY

https://www.youtube.com/user/cityofsantafe

Request from Starship Crumbacher, LLC, for a Restaurant Liquor License (Beer and Wine), with On-Premise Consumption Only and Patio Service, to be Located at Cakes Corner Café, 228 Old Santa Fe Trail, 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

MIA STAFFORD
228 OLD SANTA FE TRL
SANTA FE NM, 875012152

505-989-1904

Account Number: STMS

Ad ID: 4762

Ordered By: Chris Crumbacher

Ad Cost: $90.60

Tax Amount: $7.64

Total Amount: $98.24

Amount Due: $98.24

PO Number:

Sales Rep: Shaundel Moya

Order Taken by: Shaundel Moya

Payment

Major Class: LEGAL NOTICES

Classification: Legals

Ad Type: Legal (wrapper)

# of Words 117

Product:

Placement:

Ad Size: 1.00 x 4.49"

Modular Size:

Color:

Run Dates:

11/20/2020, 11/27/2020

LEGAL # 87752

CITY OF SANTA FE
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Yolanda Y. Vigil
City Clerk

Pub. Nov. 20, 27, 2020

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, NM 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Peter N. Ives, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Mike Harris, District 4
JoAnne Vigil Coppler, District 4

DATE: December 21, 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 Starship Crumbacher, LLC, for the following:

Pursuant to §60-6B-10 NMSA 1978, request from Starship Crumbacher, LLC, for a Restaurant Liquor License (beer and wine), with on-premise consumption only, and patio service, to be located at Cakes Corner Café, 228 Old Santa Fe Trail, Santa Fe

BACKGROUND AND SUMMARY

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


SHELBY ST
OLD SANTA FE TRAIL
228 Old Santa Fe Trail
BCDOLD
E ALAMEDA ST

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]	

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: Haley Crumbacher
   D/B/A Name to be used: Cakes Corner Cafe
   Physical location where license is to be used: 228 Old Santa Fe Trail 87501
   Applicant Telephone Number: 5054691636

2. Type of liquor license request:
   - ✓ New license (indicate type: Beer/Wine)
   - ___ Transfer of location (indicate type: ___)
   - ___ Transfer of ownership (indicate type: ___)
   - ___ Transfer of ownership and location (indicate type: ___)

3. Is this an existing business?
   - ✓ Yes
   - ___ No

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

5. If the answer to questions #3 is yes, indicate the current hours of operation of the business.
   lockdown Hours 8am-4pm
   If the hours of operation will change due to the sale of liquor, indicate the revised hours.
   8am - 9pm (After lockdown)

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: 7)
   __ Business is expected to decrease (number of customers per day: _____)
   __ 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:
   15 Number of customers who drive
   15 Number of customers who walk

10. Has liquor ever been sold at this location?
    ✓ Yes
    ___ No

11. If the answer to question #10 is yes, indicate the name of the establishment and the year(s) that the liquor sales occurred.
    Mangiamo pronto! 4 years

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.
    ✓ Traffic will not increase on adjacent streets.

13. Is an outdoor seating/patio area included in the licensed premise?
    ✓ Yes
    ___ No

14. If the answer to question #13 is yes, is the outdoor area fully enclosed?
    ✓ Yes
    ___ No

Name of person completing this form: Haley Crumbacher
Telephone number: 505 469 1636
Date: 11/20/2020

(For City Use Only)

Based upon the information provided above, staff has the following comments:

X It does not appear that the approval of this request will create any unacceptable traffic impacts.

___ It appears that the approval of this request will create unacceptable traffic impacts (see comments below).

___ Other comments: _____

By: Regina Wheeler Type text here
Title: Public Works Director
Date: 12/16/202

CITY OF SANTA FE
LIQUOR LICENSE HEARING OFFICER

Recommended
Findings of Fact and Conclusions of Law

Application No.: 1174828 (NMRLD/AGD)
Name of Applicant: Boese Brothers Brewing LLC
Doing Business As: Desert Dogs
Proposed Location: 112 West San Francisco Street, Suite 307, Santa Fe, NM 87501

THIS MATTER came before the Liquor License Hearing Officer for public hearing on August 19, 2020 at 4:00 PM by video hearing, on the application of Boese Brothers Brewing, 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:

Small brewer 3rd off-site location liquor license with patio service

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. December 17, 2020 memo from City Clerk Yolanda Y. Vigil
    b. November 10, 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.
    c. NMRLD/AGD Application for Master License No. 67055
    d. August 7, 2020 zoning verification from Land Use Planner Senior Lee Logston confirming that on-premises consumption of alcohol with patio service is a permitted use.
    e. Site plan
    f. Notices of Public Hearing (*Santa Fe New Mexican*, City of Santa Fe website)
    g. December 21, 2020 memo from Ordinance Enforcement Specialist Jason Sena finding no anticipated substantial change in litter or noise as a result of the request
    h. Vicinity map

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

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 November 20, 2020 and November 27, 2020 and on the City's website.
6. The Application is for an existing business in a location that currently serves liquor.
7. The business is currently closed due to pandemic restrictions.
8. Traffic is not expected to increase, and business is expected to remain the same (30 customers walking, zero driving).
9. The Traffic Engineering Division has concluded that approval will not create unacceptable traffic impacts.
10. There will be a fully enclosed outdoor seating area.
11. The proposed location will not cause a substantial change in litter or noise.
12. The proposed location is not within an area where sale of alcoholic beverages is prohibited by the laws of New Mexico.
13. Issuance or transfer will not be in violation of a zoning or other ordinance of the governing body.
14. Issuance or transfer will not be detrimental to the public health, safety or morals of the residents of the local option district.
15. 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.



12/28/2020

_____ Date: _____

Christopher L. Graeser

City of Santa Fe, New Mexico

memo

DATE: December 17, 2020

TO: Chris Graeser, Liquor Hearing Officer

FROM: for Yolanda Y. Vigil, City Clerk

ITEM & ISSUE

Request from Boese Brothers Brewing, LLC for a Small Brewer 3rd Off-Site Location Liquor License with on-premise consumption and patio services.

BACKGROUND AND SUMMARY

The applicant has requested a Small Brewer 3rd Off-Site Location Liquor License with on-premise consumption and patio service to be located at Desert Dogs, 112 West San Francisco Street, Suite 307. This location is not within 300 feet of a church or school.

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

This business is currently closed due to the COVID-19 Pandemic, however 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 the above request.

Attachments:
- Alcoholic Beverage Control Application
- Notice of Public Hearing and Publications
- Website Notice of Public Hearing
- Applicant's Proof of Publication
- Staff Reports

Michelle Lujan Grisham
Governor

Marguerite Salazar
Superintendent

Andrew Vallejos
Director

New Mexico Regulation and Licensing Department
ALCOHOLIC BEVERAGE CONTROL DIVISION

PO Box 25101 ▪ Santa Fe, New Mexico 87504-5101
(505) 476-4875 ▪ Fax (505) 476-4595 ▪ www.rld.state.nm.us/abc

November 10, 2020

Certified Mail No.: 9171 9690 0935 0155 1530 85

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

RCVD - CITY CLERK
'20 NOV 16

Application No.	1174828
Name of Applicant:	Boese Brothers Brewing LLC
Doing Business As:	Desert Dogs
Proposed Location:	112 West San Francisco Street, Suite 307, Santa Fe, NM 87501

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;
(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 SMALL BREWER 3RD OFF-SITE LOCATION LIQUOR LICENSE WITH PATIO SERVICE.

Alcoholic Beverage Control
(505) 476-4875

Within thirty (30) days after the Public Hearing, the governing body shall notify the Alcoholic Beverage Control 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 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 with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,

Desirae D. Griego

Desirae D. Griego
Administrative 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

New Mexico Regulation and Licensing Department | Alcohol and Gaming Division | Page 1 Revised 3/16
PO Box 25101 Santa Fe, NM 87504-5101 | Phone: (505) 476-4875 Fax: (505) 476-4595

AGD Stamp
RECEIVED
SEP 02 2020
ALCOHOLIC BEVERAGE CONTROL

AGD USE ONLY: Payment| Application Fee $ JW Received on: 9-3-2020 Receipt No. 2319472
License Fee $ JW Received on: 9-3-2020 Receipt No. 2319472
Application # 117488 Local Option District:

SMALL BREWER LIQUOR LICENSE APPLICATION

$200.00 Application Fee, non-refundable.

***Check appropriate boxes*:**

Application is for: ☐New License ☑Off-Site Location – 1st, 2nd, 3rd Master License No. 67055

Applicant is: ☐Individual ☑Limited Liability Company ☐Corporation ☐Partnership (General/Limited)

NAME OF APPLICANT (company or individual) **ADDRESS (including city, state, zip)** **TELEPHONE NUMBER**

Boese Brothers Brewing LLC, Albuquerque, NM, 87102, (575) 317-6378

D/B/A Name to be used: Desert Dogs **Business Phone #:** (575) 317-6378

Email Address (required): gboese10@gmail.com

Physical location where license is to be used: (Include street number / highway number / state road, city and county, state, and zip code)
112 West San Francisco Street, Suite 307, Santa Fe, NM, 87501

Are alcoholic beverages currently being dispensed at the proposed location? ■**Yes** ☐**No** If Yes, License # / Type: 61017

Mailing Address: 601 Gold Ave SW, Albuquerque, NM, 87102

Agent/Contact Person: George Boese **Phone#:** (575) 317-6378 **Email:** gboese10@gmail.com

I, (print name) George Boese, as (title) Member, Boese Brothers Brewing LLC being first duly sworn upon oath deposes and says: that he/she is the applicant or is authorized by the applicant to make this application; that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that if any statements or representations herein are found to be false, the Director may refuse to issue or renew the license or may cause the license to be revoked at any time.

You must sign and date before a Notary Public.

Signature of Applicant: Date: 8/6/20

NOTARY PUBLIC USE ONLY: (State of New Mexico, County of Bernalillo)

SUBSCRIBED AND SWORN TO before me this 6th day of August 2020

By: George Boese Notary Public: Jodene Bailon My Commission Expires: 06/26/2022

OFFICIAL SEAL
Jodene Bailon
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 06/26/2022

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

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

Signature and Title of City/County Official: _____

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

Signed by Director: _____ Date: _____

AGD Stamp

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): **Santa Fe Portfolio, LLC**

B. Date and Term of Lease: **1 May 2020, 4-year**

3. Premises location is Zoned (*example C-1, see Zoning Statement*): **Business-Capitol District (BCD)**,

☒ **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: *Cathedral Basilica* Miles/feet: *.2 Miles*

Address/location of Church: *131 Cathedral Place, Santa Fe, NM, 87501*

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

Name of School *Carlos Gilbert Elementary School* Miles/feet *.4 Miles*

Address/location of School: *300 Griffin St, Santa Fe, NM, 87501*

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

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

Miles: **70**

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): 3rd Off-Site-location

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

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Jamie Cassutt-Sanchez, District 4
JoAnne Vigil Coppler, District 4

August 7, 2020

New Mexico Regulation and Licensing Department
Alcohol and Gaming Division
2550 Cerrillos Road
Santa Fe, NM 87505

RE: Zoning Verification for 112 W SanFrancisco Street #307, Santa Fe, NM 87501

To whom it may concern:

This letter provides zoning verification on the above referenced property. According to the Official Zoning Map, this property is zoned BCD Business-Capitol District, Plaza/San Francisco Subdistrict and is within the Downtown and Eastside Historic District.

14-4.3 (E) BCD Business-Capitol District

(1) Purpose

In recognition of the fact that the economic health of the city depends on the economic viability of the BCD, the purpose of the BCD is to provide for a mixture of land uses, including residential uses, designed to promote the district's economic well being while preserving the unique architecture, townscape and aesthetics that foster a strong tourist industry and sustain the quality of life, sense of community and historical identity in the district and the city.

BCD Zoning permits bars, restaurants, lounges, retail sales of alcoholic beverages, wholesaling, distribution, and manufacturing. A small brewer offsite location or taproom is a permitted use in this zone.

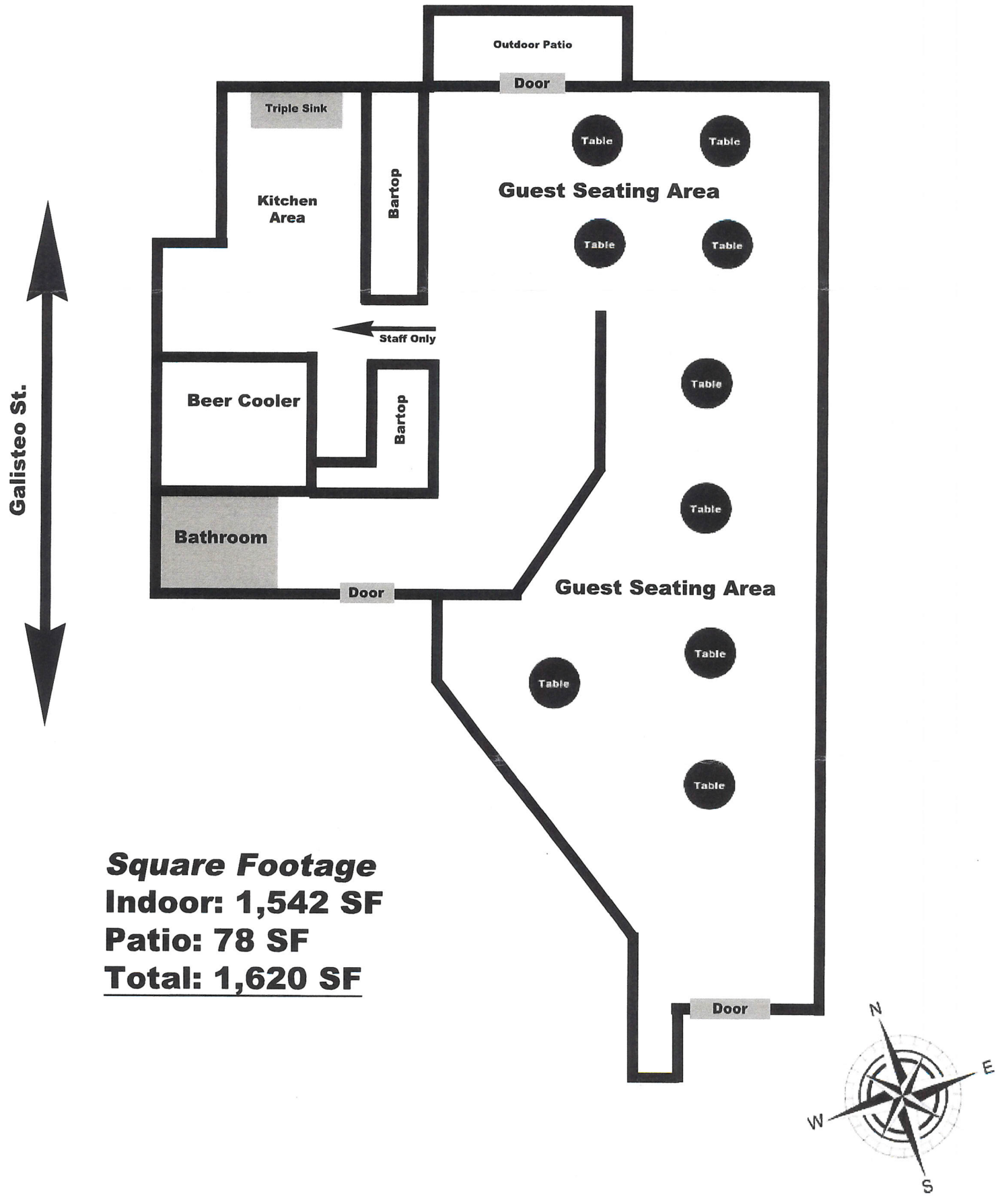
For additional information, please reference City of Santa Fe Chapter 14 SFCC regarding these districts (Chapter 14-4 – Zoning Districts/14-6 Permitted Uses) ***http://clerkshq.com/default.ashx?clientsite=Santafe-nm***. All uses are subject to compliance with applicable development standards such as parking, lot coverage, etc...

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

If you have any further questions, please contact me at lrlogston@santafenm.gov or 505-955-6136.

Lee Logston, AICP
Senior Land Use Planner
City of Santa Fe, New Mexico

RECEIVED
OCT 06 2020
ALCOHOLIC BEVERAGE CONTROL



Square Footage

Indoor: 1,542 SF

Patio: 78 SF

Total: 1,620 SF

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, December 21, 2020.

The purpose of this hearing is to discuss a request from Boese Brothers Brewing, LLC, for a Small Brewer 3rd Off-Site Location Liquor License, with patio service, to be located at Desert Dogs, 112 West Santa Francisco Street, Suite 307, 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: November 16, 2020
To Be Published: November 20, 2020 & November 27, 2020

By _____
The Santa Fe New Mexican (Signature)

LEGAL # 87753

CITY OF SANTA FE NOTICE OF PUBLIC HEARING

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The purpose of this hearing is to discuss a request from Boese Brothers Brewing, LLC,

Continued...

for a Small Brewer 3rd Off-Site Location Liquor License, with patio service, to be located at Desert Dogs, 112 West San Francisco Street, Suite 307, 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: santafenm.gov/weekly_meeting_list_agendas.

/s/Yolanda Y. Vigil
City Clerk

Pub. Nov. 20, 27, 2020

LEGAL # 87753

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Continued...

for a Small Brewer 3rd Off-Site Location Liquor License, with patio service, to be located at Desert Dogs, 112 West San Francisco Street, Suite 307, Santa Fe.

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/s/Yolanda Y. Vigil
City Clerk

Pub. Nov. 20, 27, 2020

December 21, 2020 at 4:00 P.M. - LIQUOR HEARING OFFICER

ATTEND VIRTUALLY

https://www.youtube.com/user/cityofsantafe

Request from Boese Brothers Brewing, LLC, for a Small Brewer 3rd Off-Site Location Liquor License, with Patio Service, to be Located at Desert Dogs, 112 West Santa Francisco Street, Suite 307, 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

GEORGE BOESE
123
SANTA FE NM, 87501

575-317-6378

Account Number: STGB

Ad ID: 4766

Ordered By:

Ad Cost: $89.30

Tax Amount: $7.53

Total Amount: $96.83

Amount Due: $96.83

PO Number:

Sales Rep: Shaundel Moya

Order Taken by: Shaundel Moya

Payment

Major Class: LEGAL NOTICES

Classification: Legals

Ad Type: Legal (wrapper)

# of Words 115

Product:

Placement:

Ad Size: 1.00 x 4.38"

Modular Size:

Color:

Run Dates:

11/20/2020, 11/27/2020

LEGAL # 87753

CITY OF SANTA FE
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/s/Yolanda Y. Vigil
City Clerk

Pub. Nov. 20, 27, 2020

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, NM 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Peter N. Ives, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Mike Harris, District 4
JoAnne Vigil Coppler, District 4

DATE: December 21, 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 Boese Brothers Brewing, LLC, for the following:

Pursuant to §60-6B-10 NMSA 1978, request from Boese Brothers Brewing, LLC, for a Small Brewer 3rd Off-Site Liquor License, with on-premise consumption only, and patio service, to be located at Desert Dogs, 112 West San Francisco Street, Suite 307, Santa Fe.

BACKGROUND AND SUMMARY

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


BURRO ALLEY
W SAN FRANCISCO ST
112 West San Francisco Street
BCDPLA
E SAN FRANCISCO ST
LINCOLN AVE
GALISTEO ST
DON GASPAR AVE
W WATER ST

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]	

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: Boese Brothers Brewing LLC
   D/B/A Name to be used: Desert Dogs
   Physical location where license is to be used: 112 West San Francisco St, Suite 307
   Applicant Telephone Number: (575) 319-6378

2. Type of liquor license request:
   - [X] New license (indicate type: Small Brew Off-Site, Taproom)
   - [ ] Transfer of location (indicate type:)
   - [ ] Transfer of ownership (indicate type:)
   - [ ] Transfer of ownership and location (indicate type:)

3. Is this an existing business?
   - [X] Yes
   - [ ] No

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

5. If the answer to questions #3 is yes, indicate the current hours of operation of the business.
   Currently closed due to state COVID health restrictions
   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.
   N/A

7. If the answer to question #3 is yes, indicate the anticipated change in business volume due to the sale of liquor:
   __ Business is expected to increase (number of customers per day: _____)
   __ Business is expected to decrease (number of customers per day: _____)
   X Business is expected to remain the same

8. If the answer to questions #3 is no, indicate the number of customers anticipated per day at the business.
   N/A

9. Estimate the number of customers per day who currently drive (or will drive) to the business versus the number who walk:
   0 Number of customers who drive
   30 Number of customers who walk

10. Has liquor ever been sold at this location?
    X Yes
    ___ No

11. If the answer to question #10 is yes, indicate the name of the establishment and the year(s) that the liquor sales occurred.
    Desert Dogs, 2017 to Present

12. Indicate which of the following statements best reflects your opinion regarding traffic impacts if this request is approved:
    __ Traffic can be expected to increase on adjacent streets.
    X Traffic will not increase on adjacent streets.

13. Is an outdoor seating/patio area included in the licensed premise?
    X Yes
    ___ No

14. If the answer to question #13 is yes, is the outdoor area fully enclosed?
    X Yes
    ___ No

Name of person completing this form: George Boese
Telephone number: (575) 317 6378
Date: 11/18/20

(For City Use Only)

Based upon the information provided above, staff has the following comments:

_X_ It does not appear that the approval of this request will create any unacceptable traffic impacts.

___ It appears that the approval of this request will create unacceptable traffic impacts (see comments below).

___ Other comments: _____

By: Regina Wheeler

Title: Public Works Director

Date: 11/23/2020

CITY OF SANTA FE
LIQUOR LICENSE HEARING OFFICER

Recommended
Findings of Fact and Conclusions of Law

License No.: 31064
Name of Applicant: William Banowsky
Doing Business As: Violet Crown Cinema
Proposed Location: 1606 Alcadesa St. Santa Fe, NM 87501

THIS MATTER came before the Liquor License Hearing Officer for public hearing on December 18, 2020 at 4:00 PM by video hearing, on the application of Violet Crown Cinema (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:

Change of floor plan/expansion of licensed premises for liquor license No. 2766.

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. December 18, 2020 memo from City Clerk Yolanda Y. Vigil
    b. 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.
    c. NMRLD/AGD Application for Liquor License No. 31064
    d. Site plan showing area expansion
    e. Notice of public hearing from City of Santa Fe website
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. The Application is for expanding the licensed area for an existing business in a location that previously served liquor. The intention is to expand the outdoor seating area due to pandemic restrictions.
6. There will be a fully enclosed outdoor seating area.
7. There is no evidence in the record that the proposed expansion will cause a substantial change in litter or noise, be in violation of a zoning or other

ordinance of the governing body, or be detrimental to the public health, safety or morals of the residents of the local option district.
8. The proposed location is not within an area where sale of alcoholic beverages is prohibited by the laws of New Mexico.
9. 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 posting on the website
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.

CONDITIONS OF APPROVAL

1. Applicant is required 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.



12/28/2020

_____ Date: _____

Christopher L. Graeser

City of Santa Fe, New Mexico

memo

DATE: December 18, 2020

TO: Chris Graeser, Liquor Hearing Officer

for

FROM: Yolanda Y. Vigil, City Clerk

ITEM & ISSUE

Request from Violet Crown Cinema for a change of floor plan/expansion of liquor licensed premises for Liquor License No. 31064.

BACKGROUND AND SUMMARY

The applicant has requested a change of floor plan/expansion of liquor licensed premises to expand the outdoor patio area by 850 square feet for Liquor License No. 31064, located at Violet Crown Cinema, 1606 Alcaldesa Street. Liquor License No. 31064 has been located at this address, therefore a waiver is not required.

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

ACTION REQUESTED

Consideration of the above request.

Attachments: Alcoholic Beverage Control Application
Floor Plan
Website Notice of Public Hearing

New Mexico Regulation and Licensing Department
ALCOHOL AND GAMING DIVISION
PO Box 25101 ▪ Santa Fe, NM 87504-5101 (505) 476-4875 ▪ Fax (505) 476-4595

CHANGE OF FLOOR PLAN / EXPANSION OF LIQUOR LICENSED PREMISES APPLICATION

NMAC 15.10.32.13 – $75.00 Fee, all fees are non-refundable

Application to Change or Expand the licensed premises shall be submitted with the Application Fee and the following Required Documentation: **1)** a copy of your existing Approved Floor Plan and **2)** a Proposed Detailed Floor Plan, on an 8 ½ x 11" sheet, that includes the existing approved premises and any proposed change or expansion – Label all areas and include all entrances, exits, walls or enclosures as well as dimensions for any expansion. For Expansions Only, also include Proof of Tenancy and Photos of expansion.

A Licensee may not change or expand the licensed premises without prior written approval of the Director. **If the change or expansion** of the licensed premises **is twenty-five (25%) or more** of the total existing square footage of the licensed premises, the Director **may require the licensee to file an application for a Transfer of Location**. **The Licensee cannot make any changes or expand the premises until approval has been granted for this request.** A before and after site inspection may be scheduled.

Liquor License No.: 31064 Phone No.: 505 216 5678 Fax No.: -

Business Name (DBA) Violet Crown Cinema Owner Name: William Banowsky

License Location: 1606 Alcaldesa Street, Santa Fe, NM, 87501

Mailing Address: Same as above

Licensee Email: peter.grendle@violetcrown.com

Square Footage: Current 33,357 sq. ft. Adding/Changing: 815 sq. ft. Total: (add both) Same

Reason for Request: Patio expansion to increase COVID business

Will the Proposed Expansion bring the licensed premises within 300 feet of a church or school? No

Has there been any change in the Ownership or Operation of the Licensee? No

If so, explain:

I (print name) WILLIAM S. BANOWSKY JR., **Licensee for Liquor License No.** 31064 **hereby attest that the requested change meets the definition of "licensed premises" in NMSA 1978 §60-3A-3 (O), which states in part "** ***'licensed premises' means the contiguous areas or areas connected by indoor passageways of a structure and the outside dining, recreation and lounge areas of the structure… that are under the direct control of the licensee…*****"**

Must sign in the presence of a Notary Public:

Submitted by: (print name)

Signature: [signature] Title: Owner Date: 12-15-20

NOTARY PUBLIC USE ONLY: (State of NEW MEXICO, County of SANTA FE)

SUBSCRIBED AND SWORN TO before me this 15th day of DECEMBER, 20 20

By: [signature] WILLIAM S. BANOWSKY JR. aka Notary Public: Anita L. Martinez

My Commission Expires: 5-24-23

OFFICIAL SEAL
Anita L. Martinez
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 5-24-23

REQUIRED FOR EXPANSIONS ONLY | LOCAL OPTION DISTRICT REVIEW

Local Governing Body of: _____ Village, County, City Check one: ☐Approved ☐Disapproved

Signature and Title of Village/County/City Official: _____

AGD USE ONLY: Payment| Application Fee $_____ Received on: _____ Receipt No. _____

Processed by: _____ ☐Approved ☐Disapproved, _____

Decision by Director, if required: ☐Approved ☐Disapproved, _____

Signed by Director: _____ Date: _____

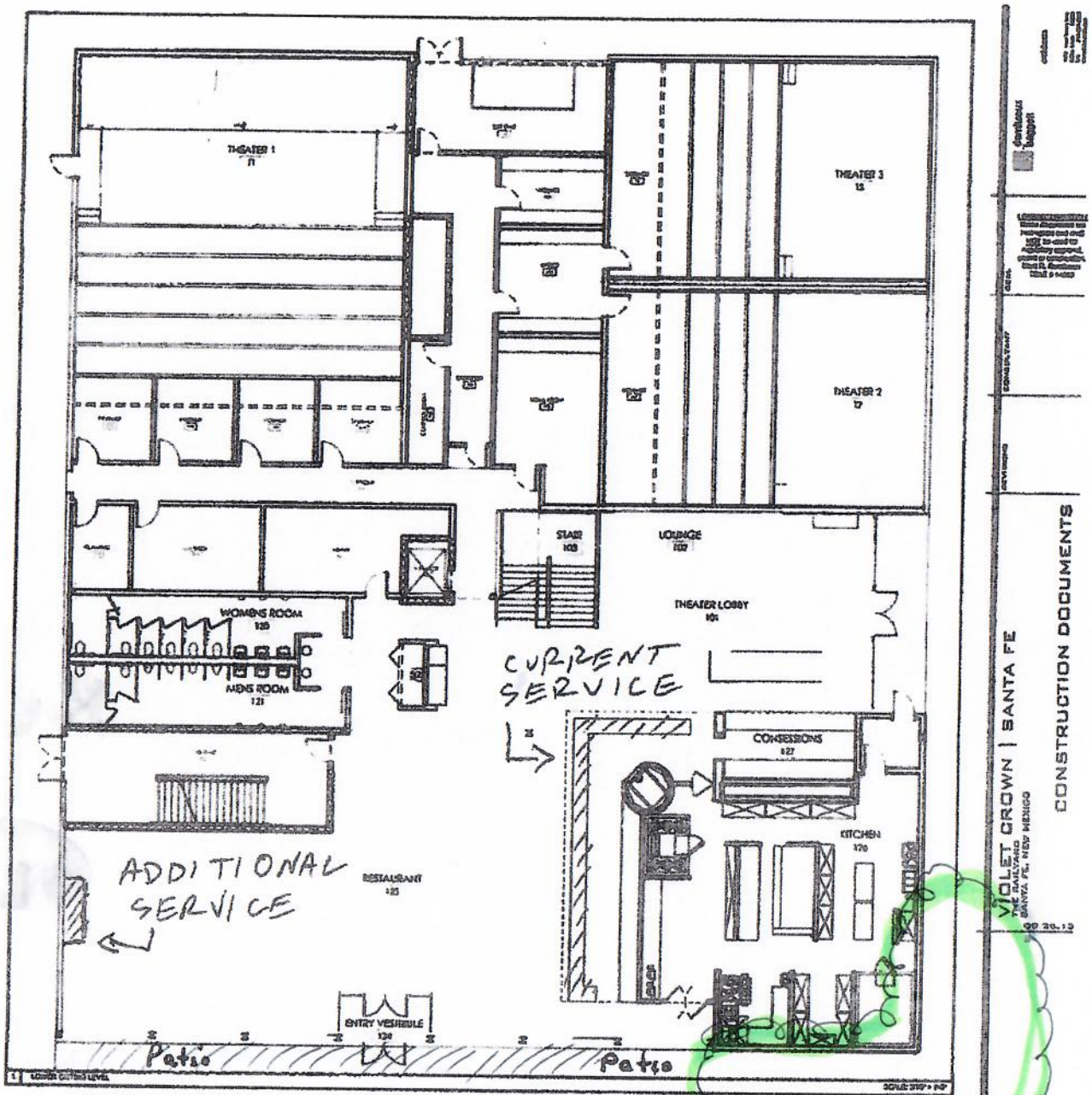
Revised: 5/20/16

GRADE LEVEL FLOOR PLAN
10174 S.F.

FLOOR PLAN APPROVAL

By Charmaine Mor Fine

Date August 25 2016

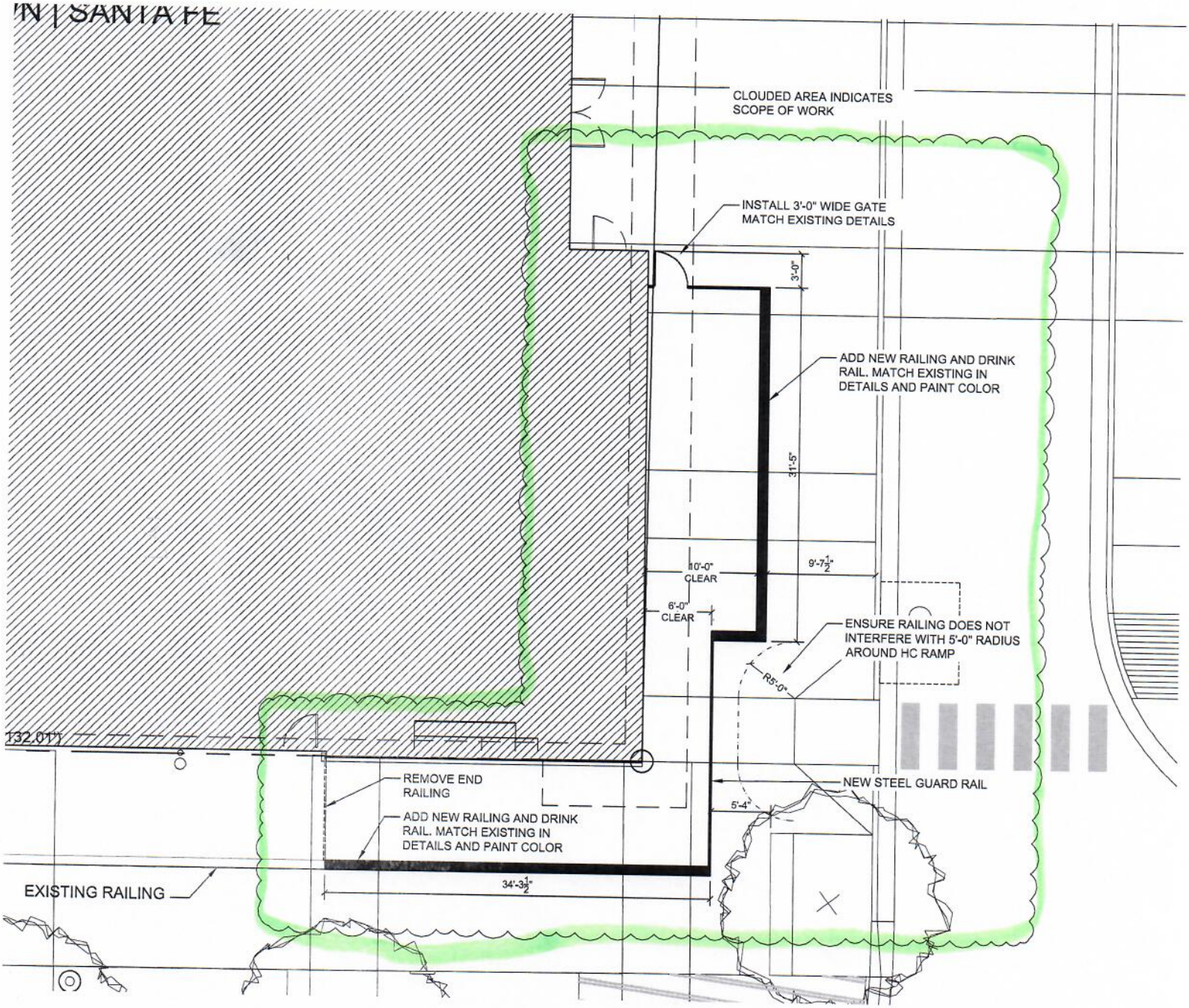


Violet Crown
33,357 sq. Ft.
Totally Unrestricted

1606 Alcaldesa st.
Santa Fe, NM 87501

CURRENT SERVICE

FUTURE SERVICE


N | SANTA FE
CLOUDED AREA INDICATES SCOPE OF WORK
INSTALL 3'-0" WIDE GATE MATCH EXISTING DETAILS
3'-0"
ADD NEW RAILING AND DRINK RAIL. MATCH EXISTING IN DETAILS AND PAINT COLOR
31'-5"
10'-0" CLEAR
9'-7½"
6'-0" CLEAR
ENSURE RAILING DOES NOT INTERFERE WITH 5'-0" RADIUS AROUND HC RAMP
R5'-0"
132.01'
REMOVE END RAILING
NEW STEEL GUARD RAIL
5'-4"
ADD NEW RAILING AND DRINK RAIL. MATCH EXISTING IN DETAILS AND PAINT COLOR
34'-3½"
EXISTING RAILING

December 21, 2020 at 4:00 P.M. - LIQUOR HEARING OFFICER

ATTEND VIRTUALLY

https://www.youtube.com/user/cityofsantafe

Request from Violet Crown Cinema for a Change of Floor Plan/ Expansion of Liquor Licensed Premises, to Expand the Outdoor Patio Area by 850 Square Feet, to be Located at Violet Crown Cinema, 1606 Alcaldesa Street, Santa Fe.

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

RESCINDING RESOLUTION NO. 2020-1 RELATING TO THE OPEN MEETINGS ACT; AND ADOPTING ANNUAL NOTICE REQUIREMENTS FOR 2021.

WHEREAS, the New Mexico Open Meetings Act ("Open Meetings Act"), NMSA 1978, Sections 10-15-1 to -4, requires that public bodies "determine at least annually in a public meeting what notice for a public meeting is reasonable when applied to that body"; and

WHEREAS, the Open Meetings Act governs the Governing Body and the Governing Body's subordinate policymaking bodies;

WHEREAS, the City desires to rescind its prior year's Open Meeting Act Resolution, Resolution No. 2020-1, and to adopt new notice requirements for the City's policymaking bodies; and

WHEREAS, the City of Santa Fe seeks to give annual notice to the public of its determination, pursuant to NMSA 1978, Section 10-15-1(D), that seventy-two (72) hours' notice prior to its meetings and the meetings of its subordinate policymaking bodies is deemed by the City to be reasonable notice.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Resolution No. 2020-1 is hereby rescinded.

Section 2. The applicability of the Open Meetings Act to the City's policymaking bodies is recognized.

Section 3. The notice requirements set forth below are hereby adopted.

A. The City shall give a minimum of seventy-two (72) hours' notice of all regular meetings of the Governing Body and its subordinate policymaking bodies.

B. The notice shall include the date, time, and place of the planned meeting and a list of specific items of business to be discussed or transacted at the meeting or information on how the public may obtain a copy of such an agenda.

C. The City shall make the notice available to the public and news media through reasonable means, including posting on the City's website.

D. The agenda shall be filed, recorded, and posted with the office of the City Clerk.

Section 4. Regular Meetings of the Governing Body

A. Unless otherwise specified, including in subsections B and C below, regular meetings of the Governing Body shall be held as follows:

i. On the second and last Wednesday of each month.

ii. In two sessions: the afternoon session, for approval of a consent agenda, discussion/action items, presentations, and executive session; and the evening session for petitions from the floor, public hearings, and other matters of public importance.

iii. At 5:00 p.m. for the afternoon session and at 7:00 p.m. or the conclusion of the afternoon session, but no earlier than 7:00 p.m., for the evening session.

iv. In the City Council Chambers of the municipal building of the City, located at 200 Lincoln Avenue, Santa Fe.

B. On December 9, 2020, the Governing Body adopted a Resolution temporarily changing the start time of the afternoon session of Governing Body meetings to 4:00 p.m. and the evening session of Governing Body meetings to 6:00 p.m. through the last meeting in June, 2021.

C. During the declared COVID-19 emergency, while it is difficult or impossible for the Governing Body to meet in person, all regular meetings of the Governing Body will be held virtually and broadcast via the City's YouTube channel, the City's Government Channel on Comcast Channel 28 or Comcast Channel HD928, and on the radio at KSFR 101.1 FM.

Section 5: Special Meetings

A. The City shall provide a minimum of 72 hours' notice of all special meetings of the Governing Body and its subordinate policymaking bodies.

B. Unless otherwise specified, special meetings are held at the same place specified in Paragraph A, subpart (iv) or Paragraph C of Section 4. The date, time, and place of a special meeting shall appear on the agenda and be made available to the public and news media through reasonable means including posting on the City's website.

C. The agenda shall be filed, recorded, and posted with the office of the City Clerk.

Section 6: Quasi-Judicial Committees and Subordinate Policymaking Bodies

A. The Governing Body hereby requires that every quasi-judicial committee, board, or commission, including but not limited to the planning commission, historic design review board, and board of adjustment, follow the same notice requirements as the Governing Body, and as provided in this resolution and the Open Meetings Act.

B. The Governing Body of the City hereby requires that all other policymaking

boards, commissions, and committees shall follow the same notice requirements as provided by the Open Meetings Act.

Section 7: Emergency Meetings

A. Pursuant to its procedural rules, the Governing Body or subordinate policymaking body may call, with, if possible, up to 24-hours' notice, a meeting to consider any matter that needs emergency treatment because of a clear and present danger to the health, welfare, or safety of the people of the City. When possible, 24-hour telephonic notice will be given to all media who normally cover City meetings before the emergency meeting commences.

B. The notice for all emergency meetings shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda. Unless there is a state of national emergency already declared for the same reasons, within ten days of taking action on an emergency matter, the City will notify the Attorney General's Office that the emergency meeting took place.

PASSED, APPROVED, and ADOPTED this ___ day of _____, 2021.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE BUSTOS-MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/Resolutions/2021/Open Meetings Act - 2021

FIR No. 3300

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Open Meetings Act – 2021

Sponsor(s): Mayor Webber

Reviewing Department(s): City Attorney/City Clerk

Staff Completing FIR: Erin McSherry/Geralyn Cardenas Date: 12/18/20 Phone: 955-6961/955-6327

Reviewed by City Attorney: _____ Date: Dec 30, 2020

Reviewed by Finance Director: _____ Date: Dec 30, 2020

Summary:
The purpose of this Resolution is to rescind Resolution No. 2020-1, Relating to the Open Meetings Act; and adopt annual notice requirements.

Departments Affected:
All.

Consequences of Not Enacting Legislation:
If not adopted, the Governing Body would need to adopt regular notice by a different manner in a public meeting as required by the OMA.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Rescinding Resolution No. 2020-1.

Performance and Administrative Implications:
The Governing Body, City Council Standing Committees, and advisory committees must adhere to the Open Meetings Act. Stenographers are provided for Land Use Board meetings, City Council Standing Committee meetings, and Governing Body meetings.

Fiscal Implications:
Funds for the stenographers comes from the General Fund and are included in the City Clerk's budget for FYE21 and FYE22.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 21	FYE 22	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$100,000	$79,600	$		R		
Operating	$	$	$				$
Total:	$100,000	$79,600	$				$179,600

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

Expenditure Narrative:

The funds for stenographers are included in the annual budget for the Office of Community Engagement City Clerk Admin (1000211) – Professional Contracts (510300)

Revenue

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

Revenue Narrative:

City of Santa Fe New Mexico
Memorandum

Date: December 31, 2020

To: Governing Body

Via: Kyra Ochoa, Community Health and Safety Department Director

From: Gino Rinaldi, Senior Services Division Director

RE: Locally Grown Food

ITEM AND ISSUE:

Consideration of a Resolution in support of an appropriation from the New Mexico State Legislature for the New Mexico-Grown Fresh Fruits and Vegetables for School and Senior Meals Programs that provides locally grown produce for students and seniors.

BACKGROUND AND SUMMARY:

The purchase of New Mexico grown fruits and vegetables will enhance the diet of school children and seniors and help school and senior meal programs comply with federal rules that require fruits and vegetables on meal plates. The support from the New Mexico State Legislature has proven invaluable for many of the City of Santa Fe seniors and children.

ACTION REQUESTED:

Adopt the Resolution as presented.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor Carol Romero-Wirth

Councilor Jamie Cassutt-Sanchez

Councilor Renee Villarreal

A RESOLUTION

IN SUPPORT OF THE APPROPRIATION OF FUNDS BY THE NEW MEXICO LEGISLATURE FOR NEW MEXICO-GROWN FRESH FRUITS AND VEGETABLES FOR SCHOOL AND SENIOR MEALS PROGRAMS AND RELATED EDUCATION PROGRAMS FOR SCHOOLS AND FARMERS.

WHEREAS, New Mexico has a vibrant food and farming culture that is significant to its rural economies and provides employment opportunities on farms and in the direct, wholesale, and retail markets, as well as in food processing, distribution, and value-added businesses, all while adding to the health and well-being of New Mexicans; and

WHEREAS, according to a 2019 UNM Bureau of Business and Economics study (2019 UNM Study), the dollar value of New Mexico's agriculture production is $2.18 billion with $96.3 million in fruits and vegetables providing approximately 10,000 jobs and $900 million in annual wages; and

WHEREAS, the New Mexico Department of Agriculture publicizes studies, such as the 2019 UNM Study, that show that for every dollar that goes to local agricultural producers, $1.80 is

circulated in the local economy; and

WHEREAS, the 2019 UNM study shows that if every New Mexican consumer purchased 15 percent of their food from New Mexico farmers and ranchers, New Mexico farmers' collective income would increase by $328 million; and

WHEREAS, according to a 2019 Feeding America study, in New Mexico, 324,000 people, one in every four adults, experience food insecurity, including 118,030 children; and

WHEREAS, that same study estimated that the annual cost to feed people experiencing food insecurity in New Mexico would be $158,536,000, at an average cost of $2.87 per meal; and

WHEREAS, the study also states that 12.4 percent of Santa Fe County residents, or approximately 18,000 people, experience food insecurity; and

WHEREAS, additionally it was estimated that the annual cost to feed people experiencing food insecurity in Santa Fe County is $10,499,000, at an average cost of $3.36 per meal; and

WHEREAS, the Feeding America study also shows that, in New Mexico, approximately 98,000 seniors fall below 185 percent of the federal poverty income guidelines, and approximately 56,000 seniors fall below 130 percent the federal poverty income guidelines; and

WHEREAS, the National School Lunch Program makes it possible for all school children in the United States to receive a nutritious lunch every school day; and

WHEREAS, Feeding America, in its 2019 study, found that many children consume at least one-half of their daily calories at school and, for many, food served at school is the only meal they eat daily;

WHEREAS, according to the New Mexico Public Education Department ("PED"), approximately 333,300 students are enrolled in New Mexico schools and can participate in the school meal programs operated by various schools throughout the state, and more than 241,400 of these students -- 72 percent -- are eligible for free or reduced-price school meals; and

WHEREAS, the Food Service Director for the Santa Fe Public Schools has stated that

more than 16,000 students in Santa Fe County and the City of Santa Fe participate in the school meal program; and

WHEREAS, in 2019 the New Mexico School Nutrition Association found that local school meal programs have seen costs for food purchases increase by of an average of 25 cents to 75 cents per meal, with the cost of fruits and vegetables representing as much as a quarter of the increased cost; and

WHEREAS, information from PED shows that the National School Lunch Program provides a reimbursement of $3.31 for free lunches, $2.91 for reduced-priced lunches; and $0.39 for fully paid lunches; and

WHEREAS, the National School Lunch Program provides a reimbursement of $1.79 for free breakfasts, $1.49 for reduced-price breakfasts, and $0.31 for fully paid breakfasts; and

WHEREAS, the purchase of New Mexico grown fruits and vegetables will enhance the diet of school children and seniors and help school and senior meal programs comply with federal rules that require fruits and vegetables on meal plates; and

WHEREAS, there is an agricultural sector of fruit and vegetable farmers that can respond to these new food markets for local produce in the school and senior meal programs, as well as in grocery stores; and

WHEREAS, food and agriculture education programs and experiential learning are key to increasing student access to and relationships with fresh and local produce, as well as to introducing students to possible career paths; and

WHEREAS, increased funding from the State Legislature enables senior and school meal programs and local school districts to purchase New Mexico-grown produce, serve more fresh fruits and vegetables to Santa Fe's children and seniors for their health and well-being, provide related educational materials and experiential learning opportunities, and support economic development and opportunities for local farmers.

NOW, THEREFORE, BE IT RESOLVED that the Governing Body joins the Board of County Commission of Santa Fe, the City and County Advisory Council on Food Policy, New Mexico Food and Agriculture Policy Council, New Mexico School Nutrition Association, and other agencies and organizations, in requesting that the New Mexico State Legislature appropriate funds to support New Mexico-grown fresh fruits and vegetables for school and senior meals programs, related education programs, and programs that expand opportunities for farmers and ranchers.

PASSED, APPROVED, and ADOPTED this ___ day of _____, 2021.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE BUSTOS-MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/Locally Grown Food

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2021-__
Locally Grown Food

Mayor and Members of the City Council:

I propose the following amendment(s) to Resolution No. 2021-__:

1. On page 1, ***strike*** lines 20-23 in their entirety and ***insert*** the following new paragraph in lieu thereof:

   "**WHEREAS**, according to the USDA Census of Agriculture, 2017 ("Census"), 1,538 New Mexico farmers sold $98 million of vegetables and melons and $210 million of fruits, nuts, and berries in 2017; and"

2. On page 1, ***strike*** lines 24-25 in their entirety and on page 2, ***strike*** line 1 in its entirety

3. On page 2, ***strike*** lines 2-4 in their entirety and ***insert*** the following new paragraph in lieu thereof:

   "**WHEREAS**, if each resident of New Mexico purchases $5 of food each week directly from a New Mexico farm, farmers will earn an additional $544 million annually, which, according to the Census, is equal to what New Mexico farmers currently earn in net cash income by selling crops and livestock; and"

Respectfully submitted,

_____
Carol Romero-Wirth, Councilor

_____
Jamie Cassutt-Sanchez, Councilor

_____
Renee Villarreal, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Kristine Mihelcic, City Clerk

10272.2(A)

FIR No. 3299

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Locally Grown Food

Sponsor(s): Councilors Romero-Wirth, Cassutt-Sanchez, and Villarreal

Reviewing Department(s): Community Health and Safety

Staff Completing FIR: Gino Rinaldi Date: 12/11/20 Phone: 955-4710

Reviewed by City Attorney: _____ Date: Jan 4, 2021

Reviewed by Finance Director: _____ Date: Dec 31, 2020

Summary:
This Resolution supports the New Mexico State Legislature's appropriations for the New Mexico-Grown Fruits and Vegetables for School Meals Program and other related programs.

Departments Affected:
None.

Consequences of Not Enacting Legislation:
The Governing Body would not state its support for this program that benefits over 16,000 students in Santa Fe County.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The Governing Body has adopted Resolutions in the past that support this appropriation request from the New Mexico State Legislature.

Performance and Administrative Implications:
None associated with this Resolution.

Fiscal Implications:
None identified.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

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

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

Expenditure Narrative:

None Identified

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:

None Identified

City of Santa Fe New Mexico
Memorandum

Date: November 17, 2020

To: Public Works/Utilities Committee, Governing Body

Via: Regina Wheeler, Public Works Department Director RW

From: Romella Glorioso-Moss, Project Administrator RGM

RE: Guadalupe St. Reconstruction Project City Right-of-Way

ITEM AND ISSUE:
As per funding requirement with NMDOT for S100460 Guadalupe St. Reconstruction Project, the City needs to confirm via a resolution that all road improvements that will be constructed on City-owned properties will be open for use by the public as City right-of-way (ROW).

BACKGROUND AND SUMMARY:
The City received funding from NMDOT for engineering design and ROW acquisition for S100460 Guadalupe St. Reconstruction Project in the amount of $912,600 in 2017. This roadway improvements project on Guadalupe Street between Agua Fria Street and Paseo de Peralta includes a design for reducing the number of vehicular travel lanes, adding bike lanes, constructing a raised median, and constructing ADA (Americans with Disabilities Act) compliant sidewalks. The total project length is 0.679 miles.

The City engaged Wilson and Co. to design the project. The 90% Design Plan is now ready for review by NMDOT. Shortly after this review, the Consultants will submit the PS&E (Plans, Specifications & Estimates) and the Project Production Package to NMDOT to obtain five certifications to start construction; one of which is ROW. The timing for obtaining ROW certification for this project is critical. The NMDOT has recently made the construction funding for $4,150,000 for this project available from October 1, 2020 through June 30, 2021. If we are not able to obtain ROW certification within this time frame, we will lose the $4,150,000 construction funding for this project. Further, if we fail to construct this project within six years, the City will need to return all of $912,600 to NMDOT as per 23 CFR § 630.112(c)(1). Given the COVID-19 pandemic, it could be quite difficult to obtain such a large amount funding from NMDOT again to construct the project in time.

ACTION REQUESTED:
To approve the Resolution regarding public use requirement for the Guadalupe St. Reconstruction Project.

ATTACHMENTS:
Resolution, Exhibit A, FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-__

INTRODUCED BY:

Councilor Signe I. Lindell

Councilor Renee Villarreal

A RESOLUTION

REGARDING PUBLIC USE REQUIREMENTS FOR THE GUADALUPE STREET RECONSTRUCTION PROJECT.

WHEREAS, the City of Santa Fe ("City") is a municipal organization duly organized and existing as a municipal corporation under and by virtue of the laws of the State of New Mexico; and

WHEREAS, the Governing Body is the duly recognized body acting with authority for the City and responsible for the exercise of its governmental powers; and

WHEREAS, the City has received Federal Funds from the Highway Safety Improvement Program ("HSIP") and Local Government Road Funds ("LGRF"), Control No. S100460, under the New Mexico Department of Transportation ("NMDOT") for the Guadalupe Street Reconstruction Project ("Project"); and

WHEREAS, receipt of the HSIP and LGRF Funds requires that the Project be dedicated and open for public use; and

WHEREAS, the City of Santa Fe has completed design of the Project from Agua Fria

Street to Paseo de Peralta; and

WHEREAS, the City of Santa Fe has identified the real property interests necessary for the construction of the Project; and

WHEREAS, the Right of Way maps for the Project identify four acquisition areas owned by the City, which property is identified as Parcels 2-QCD-1, 2-QCD-2, 3-QCD-1 and 3-QCD-2 and which is depicted in Exhibit A; and

WHEREAS, Parcels 2-QCD-1, 2-QCD-2, 3-QCD-1 and 3-QCD-2 are owned by the City and there is a need to confirm that the facility constructed under this Project will be open for use by the public as City right-of-way.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE THAT

The City hereby confirms the City property upon which the Project is constructed shall be dedicated for public use.

BE IT FURTHER RESOLVED THAT

Parcels 2-QCD-1, 2-QCD-2, 3-QCD-1 and 3-QCD-2, which property is depicted on Exhibit A, shall be dedicated as public right-of-way.

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

_____

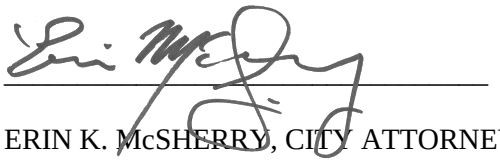
ALAN WEBBER, MAYOR

ATTEST:

_____

YOLANDA Y. VIGIL, CITY CLERK

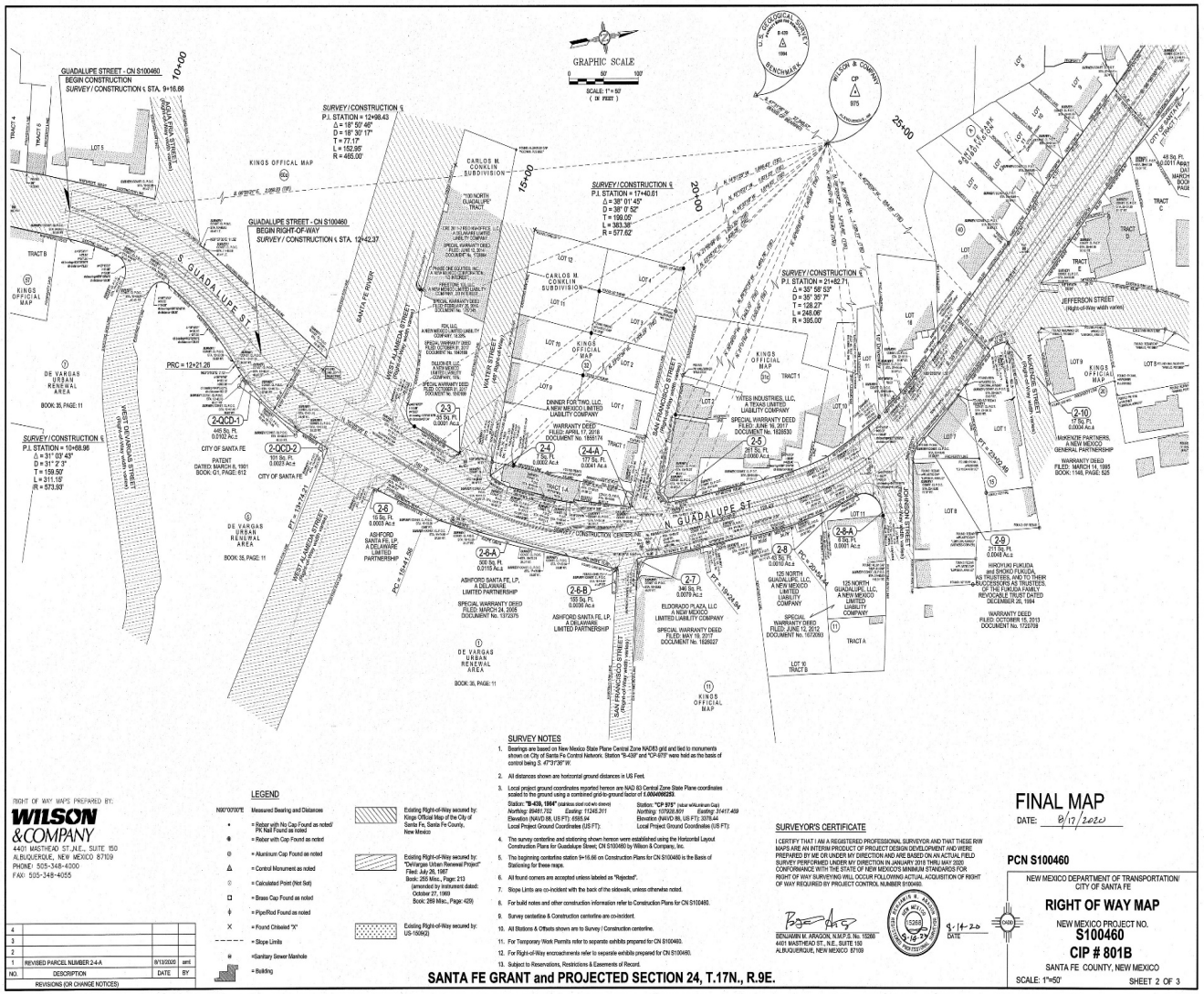
APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/Guadalupe Street ROW

Exhibit A


GRAPHIC SCALE
SCALE: 1" = 50'
(IN FEET)
GUADALUPE STREET - CN S100460
BEGIN CONSTRUCTION
SURVEY / CONSTRUCTION ℄ STA. 9+16.66
GUADALUPE STREET - CN S100460
BEGIN RIGHT-OF-WAY
SURVEY / CONSTRUCTION ℄ STA. 12+42.37
S. GUADALUPE ST.
N. GUADALUPE ST.
SURVEY / CONSTRUCTION ℄
P.I. STATION = 12+98.43
Δ = 18° 50' 46"
D = 18° 30' 17"
T = 77.17'
L = 152.95'
R = 465.00'
SURVEY / CONSTRUCTION ℄
P.I. STATION = 17+40.61
Δ = 38° 01' 45"
D = 38° 0' 52"
T = 199.05'
L = 383.38'
R = 577.62'
SURVEY / CONSTRUCTION ℄
P.I. STATION = 21+82.71
Δ = 35° 58' 53"
D = 35° 35' 7"
T = 128.27'
L = 248.06'
R = 395.00'
SURVEY / CONSTRUCTION ℄
P.I. STATION = 10+68.98
Δ = 31° 03' 43"
D = 31° 2' 3"
T = 159.50'
L = 311.10'
R = 573.50'
PRC = 12+21.20
KINGS OFFICAL MAP
CARLOS M. CONKLIN SUBDIVISION
DE VARGAS URBAN RENEWAL AREA
BOOK: 35, PAGE: 11
SANTA FE RIVER
WEST ALAMEDA STREET
WATER STREET
SAN FRANCISCO STREET
JEFFERSON STREET
2-QCD-1
445 Sq. Ft.
0.0102 Ac.±
CITY OF SANTA FE
PATENT
DATED MARCH 6, 1901
BOOK: G1, PAGE: 612
2-QCD-2
101 Sq. Ft.
0.0023 Ac.±
CITY OF SANTA FE
2-3
97 Sq. Ft.
0.0031 Ac.±
2-4
1,900 Sq. Ft.
0.0362 Ac.±
2-4-A
177 Sq. Ft.
0.0041 Ac.±
2-5
291 Sq. Ft.
0.0000 Ac.±
2-6
10 Sq. Ft.
0.0003 Ac.±
ASHFORD SANTA FE, LP,
A DELAWARE
LIMITED PARTNERSHIP
2-6-A
306 Sq. Ft.
0.0153 Ac.±
ASHFORD SANTA FE, LP,
A DELAWARE
LIMITED PARTNERSHIP
SPECIAL WARRANTY DEED
FILED: MARCH 24, 2005
DOCUMENT No. 1372075
2-6-B
155 Sq. Ft.
0.0035 Ac.±
ASHFORD SANTA FE, LP,
A DELAWARE
LIMITED PARTNERSHIP
2-7
346 Sq. Ft.
0.0079 Ac.±
ELDORADO PLAZA, LLC
A NEW MEXICO
LIMITED LIABILITY COMPANY
SPECIAL WARRANTY DEED
FILED: MAY 19, 2017
DOCUMENT No. 1526627
2-8
125 NORTH
GUADALUPE, LLC,
A NEW MEXICO
LIMITED
LIABILITY
COMPANY
2-8-A
8 Sq. Ft.
0.0001 Ac.±
2-9
211 Sq. Ft.
0.0048 Ac.±
HIROYUKI FUKUDA
and SHOKO FUKUDA
AS TRUSTEES, AND TO THEIR
SUCCESSORS AS TRUSTEES
OF THE FUKUDA FAMILY
REVOCABLE TRUST DATED
DECEMBER 20, 1994
WARRANTY DEED
FILED: OCTOBER 15, 2013
DOCUMENT No. 1722709
2-10
17 Sq. Ft.
0.0004 Ac.±
WARRANTY DEED
FILED: MARCH 14, 1995
BOOK: 1148, PAGE: 525
YATES INDUSTRIES, LLC,
A TEXAS LIMITED
LIABILITY COMPANY
SPECIAL WARRANTY DEED
FILED: JUNE 16, 2017
DOCUMENT No. 1528530
DINNER FOR TWO, LLC,
A NEW MEXICO LIMITED
LIABILITY COMPANY
WARRANTY DEED
FILED: APRIL 17, 2018
DOCUMENT No. 1535174
SPECIAL
WARRANTY DEED
FILED: JUNE 12, 2012
DOCUMENT No. 1673283
TRACT A
TRACT B
TRACT C
TRACT D
TRACT E
TRACT 1
TRACT 1-A
TRACT 4
TRACT 5
TRACT 6
TRACT 7
LOT 5
LOT 6
LOT 7
LOT 8
LOT 9
LOT 10
LOT 11
LOT 12
LOT 13
LOT 14
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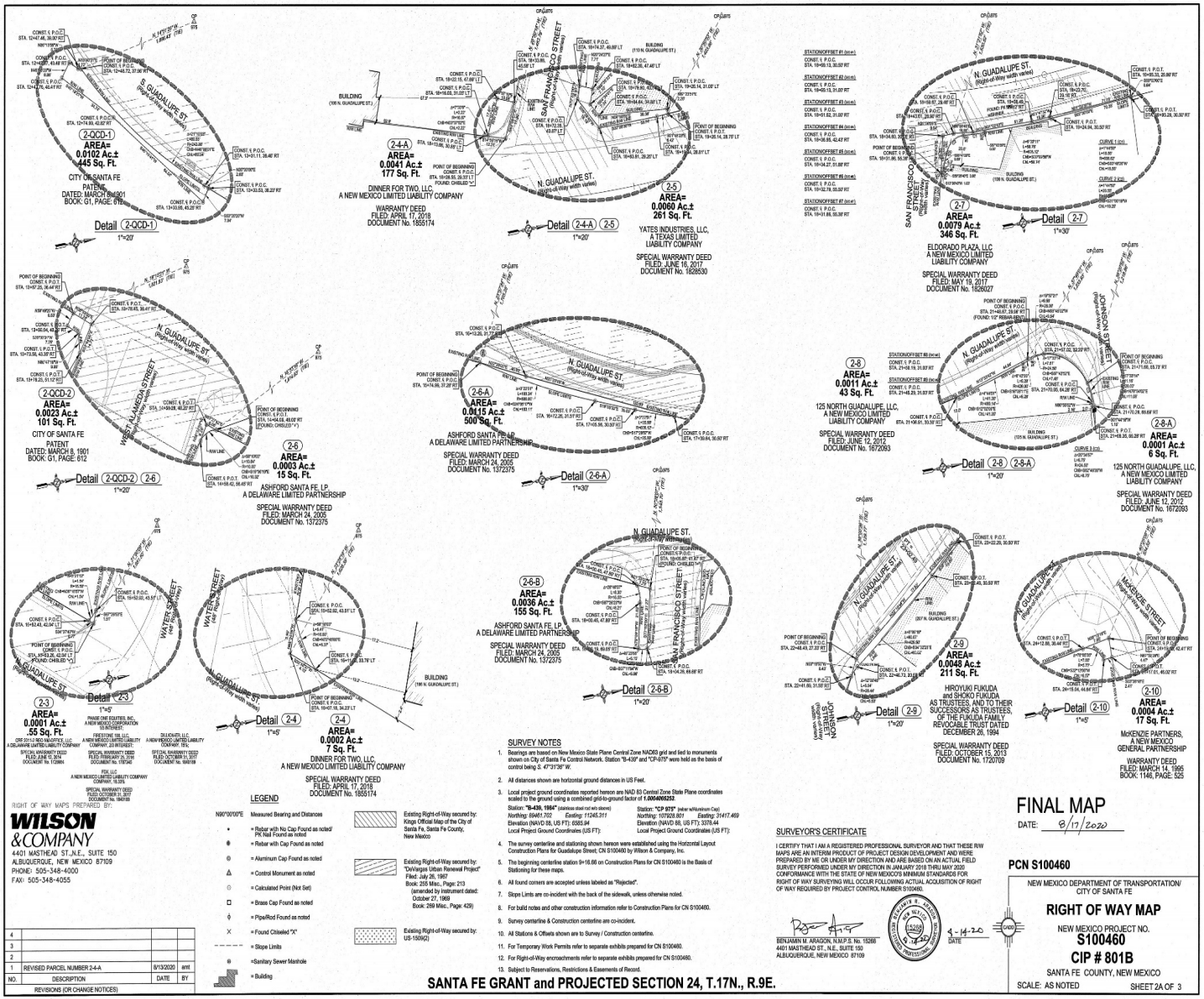
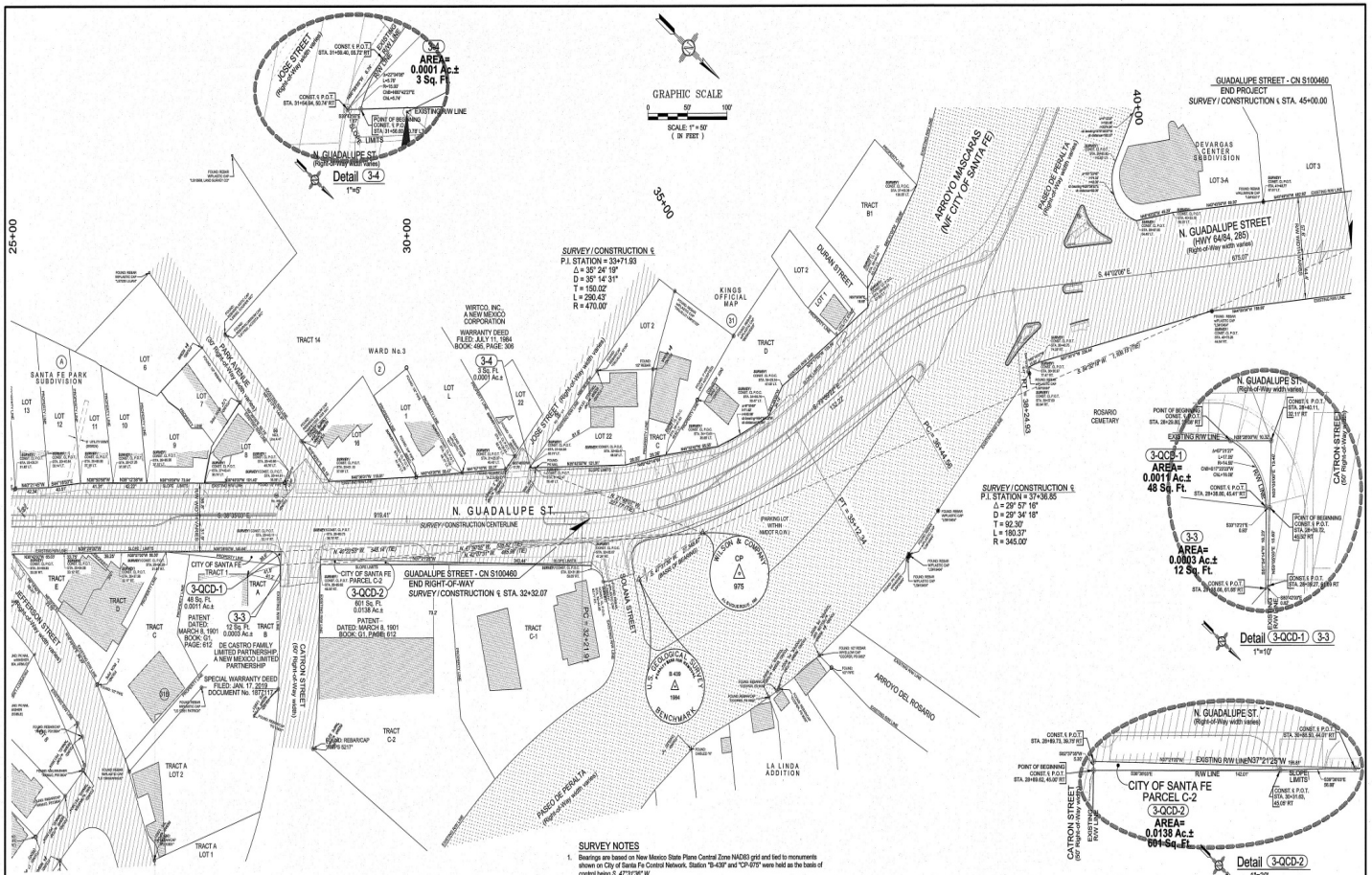
LOT 19
LOT 20
LOT 21
LOT 22
LOT 23
LOT 24
LOT


Detail 2-QCD-1
1"=20'
2-QCD-1
AREA= 0.0102 Ac.± 445 Sq. Ft.
CITY OF SANTA FE
PATENT
DATED: MARCH 9, 1901
BOOK: G1, PAGE: 010
S. GUADALUPE ST.
(Right-of-Way width varies)
Detail 2-4-A 2-5
1"=20'
2-4-A
AREA= 0.0041 Ac.± 177 Sq. Ft.
DINNER FOR TWO, LLC.
A NEW MEXICO LIMITED LIABILITY COMPANY
WARRANTY DEED
FILED: APRIL 17, 2018
DOCUMENT No. 1855174
2-5
AREA= 0.0060 Ac.± 261 Sq. Ft.
YATES INDUSTRIES, LLC,
A TEXAS LIMITED
LIABILITY COMPANY
SPECIAL WARRANTY DEED
FILED: JUNE 16, 2017
DOCUMENT No. 1828530
N. GUADALUPE ST.
(Right-of-Way width varies)
SAN FRANCISCO STREET
Detail 2-7
1"=30'
2-7
AREA= 0.0079 Ac.± 346 Sq. Ft.
ELDORADO PLAZA, LLC
A NEW MEXICO LIMITED
LIABILITY COMPANY
SPECIAL WARRANTY DEED
FILED: MAY 19, 2017
DOCUMENT No. 1826027
Detail 2-QCD-2 2-6
1"=20'
2-QCD-2
AREA= 0.0023 Ac.± 101 Sq. Ft.
CITY OF SANTA FE
PATENT
DATED: MARCH 9, 1901
BOOK: G1, PAGE: 012
WEST ALAMEDA STREET
(40' ROW WIDTH)
2-6
AREA= 0.0003 Ac.± 15 Sq. Ft.
ASHFORD SANTA FE, LP
A DELAWARE LIMITED PARTNERSHIP
SPECIAL WARRANTY DEED
FILED: MARCH 24, 2005
DOCUMENT No. 1372375
Detail 2-6-A
1"=30'
2-6-A
AREA= 0.0115 Ac.± 500 Sq. Ft.
ASHFORD SANTA FE LP
A DELAWARE LIMITED PARTNERSHIP
SPECIAL WARRANTY DEED
FILED: MARCH 24, 2005
DOCUMENT No. 1372375
Detail 2-8 2-8-A
1"=20'
2-8
AREA= 0.0011 Ac.± 43 Sq. Ft.
125 NORTH GUADALUPE, LLC,
A NEW MEXICO LIMITED
LIABILITY COMPANY
SPECIAL WARRANTY DEED
FILED: JUNE 12, 2012
DOCUMENT No. 1672093
2-8-A
AREA= 0.0001 Ac.± 6 Sq. Ft.
125 NORTH GUADALUPE, LLC,
A NEW MEXICO LIMITED
LIABILITY COMPANY
SPECIAL WARRANTY DEED
FILED: JUNE 12, 2012
DOCUMENT No. 1672093
Detail 2-3
1"=5'
2-3
AREA= 0.0001 Ac.± .55 Sq. Ft.
ORE 201-2 RED RAPPOCE, LLC
A DELAWARE LIMITED LIABILITY COMPANY
SPECIAL WARRANTY DEED
FILED: JUNE 10, 2014
DOCUMENT No. 1729984
PHASE ONE EQUITIES, INC.
A NEW MEXICO CORPORATION
15% INTEREST
FIRESTONE 100, LLC
A NEW MEXICO LIMITED LIABILITY
COMPANY, 20 INTEREST
SPECIAL WARRANTY DEED
FILED: FEBRUARY 25, 2016
DOCUMENT No. 1787340
DLI DUNDEE, LLC
A NEW MEXICO LIMITED LIABILITY
COMPANY 15%
SPECIAL WARRANTY DEED
FILED: OCTOBER 31, 2017
DOCUMENT No. 1809198
FGH, LLC
A NEW MEXICO LIMITED LIABILITY COMPANY
COMPANY, 16.33%
SPECIAL WARRANTY DEED
FILED: OCTOBER 31, 2017
DOCUMENT No. 1809199
WATER STREET
(40' ROW WIDTH)
Detail 2-4
1"=5'
2-4
AREA= 0.0002 Ac.± 7 Sq. Ft.
DINNER FOR TWO, LLC.
A NEW MEXICO LIMITED LIABILITY COMPANY
SPECIAL WARRANTY DEED
FILED: APRIL 17, 2018
DOCUMENT No. 1855174
Detail 2-6-B
1"=20'
2-6-B
AREA= 0.0036 Ac.± 155 Sq. Ft.
ASHFORD SANTA FE, LP
A DELAWARE LIMITED PARTNERSHIP
SPECIAL WARRANTY DEED
FILED: MARCH 24, 2005
DOCUMENT No. 1372375
Detail 2-9
1"=20'
2-9
AREA= 0.0048 Ac.± 211 Sq. Ft.
HIROYUKI FUKUDA
and SHOKO FUKUDA
AS TRUSTEES, AND TO THEIR
SUCCESSORS AS TRUSTEES,
OF THE FUKUDA FAMILY
REVOCABLE TRUST DATED
DECEMBER 26, 1994
SPECIAL WARRANTY DEED
FILED: OCTOBER 15, 2013
DOCUMENT No. 1720709
Detail 2-10
1"=5'
2-10
AREA= 0.0004 Ac.± 17 Sq. Ft.
McKENZIE PARTNERS,
A NEW MEXICO
GENERAL PARTNERSHIP
WARRANTY DEED
FILED: MARCH 14, 1995
BOOK: 1146, PAGE: 025
LEGEND
N90°00'00"E Measured Bearing and Distances
• = Rebar with No Cap Found as noted/ PK Nail Found as noted
● = Rebar with Cap Found as noted
◎ = Aluminum Cap Found as noted
△ = Control Monument as noted
○ = Calculated Point (Not Set)
□ = Brass Cap Found as noted
◊ = Pipe/Rod Found as noted
× = Found Chiseled "X"
= Slope Limits
= Sanitary Sewer Manhole
= Building
Existing Right-of-Way secured by: Kings Official Map of the City of Santa Fe, Santa Fe County, New Mexico
Existing Right-of-Way secured by: "DeVargas Urban Renewal Project" Filed: July 26, 1967 Book: 255 Misc., Page: 213 (amended by instrument dated: October 27, 1969 Book: 269 Misc., Page: 429)
Existing Right-of-Way secured by: US-1509(2)
SURVEY NOTES
1. Bearings are based on New Mexico State Plane Central Zone NAD83 grid and tied to monuments shown on City of Santa Fe Control Network. Station "B-439" and "CP-975" were held as the basis of control being S. 47°37'36" W.
2. All distances shown are horizontal ground distances in US Feet.
3. Local project ground coordinates reported hereon are NAD 83 Central Zone State Plane coordinates scaled to the ground using a combined grid-to-ground factor of 1.0004065252.
Station: "B-439, 1984" (stainless steel rod w/o sleeve) Northing: 69461.702 Easting: 11245.311 Elevation (NAVD 88, US FT): 6385.94 Local Project Ground Coordinates (US FT):
Station: "CP 975" (rebar w/Aluminum Cap) Northing: 107926.807 Easting: 31417.469 Elevation (NAVD 88, US FT): 6376.44 Local Project Ground Coordinates (US FT):
4. The survey centerline and stationing shown hereon were established using the Horizontal Layout Construction Plans for Guadalupe Street; CN S100460 by Wilson & Company, Inc.
5. The beginning centerline station 9+16.66 on Construction Plans for CN S100460 is the Basis of Stationing for these maps.
6. All found corners are accepted unless labeled as "Rejected".
7. Slope Limits are co-incident with the back of the sidewalk, unless otherwise noted.
8. For build notes and other construction information refer to Construction Plans for CN S100460.
9. Survey centerline & Construction centerline are co-incident.
10. All Stations & Offsets shown are to Survey / Construction centerline.
11. For Temporary Work Permits refer to separate exhibits prepared for CN S100460.
12. For Right-of-Way encroachments refer to separate exhibits prepared for CN S100460.
13. Subject to Reservations, Restrictions & Easements of Record.
SANTA FE GRANT and PROJECTED SECTION 24, T.17N., R.9E.
SURVEYOR'S CERTIFICATE
I CERTIFY THAT I AM A REGISTERED PROFESSIONAL SURVEYOR AND THAT THESE R/W MAPS ARE AN INTERIM PRODUCT OF PROJECT DESIGN DEVELOPMENT AND WERE PREPARED BY ME OR UNDER MY DIRECTION AND ARE BASED ON AN ACTUAL FIELD SURVEY PERFORMED UNDER MY DIRECTION IN JANUARY 2018 THRU MAY 2020 CONFORMANCE WITH THE STATE OF NEW MEXICO'S MINIMUM STANDARDS FOR RIGHT OF WAY SURVEYING WILL OCCUR FOLLOWING ACTUAL ACQUISITION OF RIGHT OF WAY REQUIRED BY PROJECT CONTROL NUMBER S100460.
BENJAMIN M. ARAGON, N.M.P.S. No. 15268
4401 MASTHEAD ST., N.E., SUITE 150
ALBUQUERQUE, NEW MEXICO 87109
4-14-20
DATE
RIGHT OF WAY MAPS PREPARED BY:
WILSON & COMPANY
4401 MASTHEAD ST.,N.E., SUITE 150
ALBUQUERQUE, NEW MEXICO 87109
PHONE: 505-348-4000
FAX: 505-348-4055
NO. DESCRIPTION DATE BY
4
3
2
1 REVISED PARCEL NUMBER 2-4-A 8/13/2020 amt
REVISIONS (OR CHANGE NOTICES)
FINAL MAP
DATE: 8/17/2020
PCN S100460
NEW MEXICO DEPARTMENT OF TRANSPORTATION/
CITY OF SANTA FE
RIGHT OF WAY MAP
NEW MEXICO PROJECT NO.
S100460
CIP # 801B
SANTA FE COUNTY, NEW MEXICO
SCALE: AS NOTED
SHEET 2A OF 3


GRAPHIC SCALE
0 50' 100'
SCALE: 1" = 50'
(IN FEET)
Detail 3-4
1"=5'
AREA= 0.0001 Ac.± 3 Sq. Ft.
JOSE STREET (Right-of-Way width varies)
N. GUADALUPE ST. (Right-of-Way Width Varies)
POINT OF BEGINNING CONST. ℄ P.O.T. STA. 31+06.60
℄ EXIST R/W LINE
℄ LIMITS
25+00
30+00
35+00
40+00
SURVEY / CONSTRUCTION ℄
P.I. STATION = 33+71.93
Δ = 35° 24' 19"
D = 35° 14' 31"
T = 150.02'
L = 290.43'
R = 470.00'
GUADALUPE STREET - CN S100460
END PROJECT
SURVEY / CONSTRUCTION ℄ STA. 45+00.00
DEVARGAS CENTER SUBDIVISION
LOT 3-A
LOT 3
N. GUADALUPE STREET (HWY 64/84, 285) (Right-of-Way width varies)
675.07'
S. 44°10'00" E.
ARROYO MASCARAS (N.M.CITY OF SANTA FE)
PASEO DE PERALTA (Right-of-Way width varies)
TRACT B1
DURAN STREET
KINGS OFFICIAL MAP
LOT 2
LOT 1
TRACT D
WIRTCO, INC., A NEW MEXICO CORPORATION
WARRANTY DEED FILED: JULY 11, 1984 BOOK: 495, PAGE: 306
3-4
1 Sq. Ft. 0.0001 Ac.±
SANTA FE PARK SUBDIVISION
PARK AVENUE (50' Right-of-Way)
WARD No.3
TRACT 14
LOT L
LOT 22
TRACT C
N. GUADALUPE ST.
SURVEY / CONSTRUCTION CENTERLINE
315.41'
N 38°19'05" W
N 42°25'57" W 345.16' (TYP.)
N 47°34'03" E
N 42°25'57" W 485.00' (TYP.)
CITY OF SANTA FE TRACT 1
CITY OF SANTA FE PARCEL C-2
3-QCD-1
46 Sq. Ft. 0.0011 Ac.±
3-QCD-2
601 Sq. Ft. 0.0138 Ac.±
PATENT - DATED: MARCH 8, 1901 BOOK: G1, FAMBL 012
3-3
12 Sq. Ft. 0.0003 Ac.±
PATENT DATED: MARCH 8, 1901 BOOK: S1, PAGE: 812
DE CASTRO FAMILY LIMITED PARTNERSHIP A NEW MEXICO LIMITED PARTNERSHIP
SPECIAL WARRANTY DEED FILED: JAN. 17, 2019 DOCUMENT No. 1872111
GUADALUPE STREET - CN S100460
END RIGHT-OF-WAY
SURVEY / CONSTRUCTION ℄ STA. 32+32.07
SANTA FE GRANT
PROJECTED SECTION 24
SANTA FE GRANT
PROJECTED SECTION 19
SANTA FE GRANT
PROJECTED SECTION 20
SANTA FE GRANT
PROJECTED SECTION 25
SANTA FE GRANT
PROJECTED SECTION 30
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PROJECTED SECTION 27
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PROJECTED SECTION 26
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PROJECTED SECTION 33
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PROJECTED SECTION 34
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PROJECTED SECTION 35
SANTA FE GRANT
PROJECTED SECTION 36
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SANTA FE GRANT
PROJECTED SECTION 31
SANTA FE GRANT
PROJECTED SECTION 32
SANTA FE GRANT
PROJECTED SECTION 33

PROPERTY DESCRIPTION
N.M.P. # S100460
PCN S100460
CIP # 801B

2-QCD-1
CITY OF SANTA FE

A certain tract of land located in Santa Fe Grant and Projected Section 24, Township 17 North, Range 9 East, N.M.P.M, Santa Fe County, New Mexico, same as being a portion of the land described in a Patent to the City of Santa Fe, filed March 8, 1901 in Book G1, Page 612, Records of Santa Fe County, New Mexico, and being more particularly described by New Mexico State Plane Grid Bearings (Central Zone) and ground distances as follows:

BEGINNING at the Southwest corner of said tract herein described, said point being on Construction & Survey Centerline P.O.C. Station 12+48.72, Offset 37.96', right of N.M.P.# S100460, Santa Fe County, State of New Mexico, whence a Wilson & Company Inc. Aluminum Cap stamped "CP-975" found in place bears N 14° 51' 25" W. 1,886.43 feet distant; thence from said Point of Beginning, on the existing Easterly Right of Way line of South Guadalupe Street; thence,

Northeasterly along the existing (2020) Easterly Right of Way line of South Guadalupe Street, 89.55 feet along a curve to the left, having a Radius of 242.38 feet, a Central Angle of 21° 10' 03" and a Chord of 89.04 feet which bears N 46° 08' 01" E to a point; thence,

N 35° 33' 00" E along the existing (2020) Easterly Right of Way line of South Guadalupe Street, a distance of 2.63 feet to a point; thence

S 53° 20' 20" W leaving the existing (2020) Easterly Right of Way line of South Guadalupe Street, a distance of 7.04 feet to a point; thence,

S 46° 10' 41" W a distance of 64.54 feet to a point; thence

S 40° 19' 21" W a distance of 34.74 feet to a point; thence

N 49° 19' 03" W a distance of 8.06 feet to a point; thence

N 36° 13' 55" W a distance of 5.72 feet to a point; thence

N 13° 40' 31" E to a point on the existing (2020) Easterly Right of Way line of South Guadalupe Street, a distance of 1.72 feet to the Point of Beginning;

Said tract contains 445 Square Feet or 0.0102 Acres, more or less.

Surveyor's Certification

I, Benjamin M. Aragon, New Mexico Professional Surveyor No. 15268, do hereby certify that this Property Description was prepared by me or under my supervision, meets the minimum requirements for surveys in New Mexico, and is true and accurate to the best of my knowledge and belief.

8-14-20
Date

Benjamin M. Aragon, N.M.P.S. No. 15268
Wilson & Company, Inc.
4401 Masthead Street NE, Suite 150
Albuquerque, NM 87109
(505) 348-4000



PROPERTY DESCRIPTION
N.M.P. # S100460
PCN S100460
CIP # 801B

2-QCD-2
CITY OF SANTA FE

A certain tract of land located in Santa Fe Grant and Projected Section 24, Township 17 North, Range 9 East, N.M.P.M, Santa Fe County, New Mexico, same as being a portion of the land described in a Patent to the City of Santa Fe, filed March 8, 1901 in Book G1, Page 612, Records of Santa Fe County, New Mexico, and being more particularly described by New Mexico State Plane Grid Bearings (Central Zone) and ground distances as follows:

BEGINNING at the Southwest corner of said tract herein described, said point being on Construction & Survey Centerline P.O.C. Station 13+67.25, Offset 36.44', right of N.M.P. # S100460, Santa Fe County, State of New Mexico, whence a Wilson & Company Inc. Aluminum Cap stamped "CP-975" found in place bears N 18° 15' 21" W. 1,821.53 feet distant; thence from said Point of Beginning, on the existing (2020) Easterly Right of Way line of South Guadalupe Street; thence,

N 35° 33' 00" E along the existing (2020) Easterly Right of Way line of South Guadalupe Street, a distance of 11.74 feet to a point; also being a point on the existing (2020) Southerly Right of Way line of West Alameda Street; thence,

S 53°44'00" E, along said existing Southerly Right of Way line of West Alameda Street, a distance of 14.71 feet; thence,

N 85°47'16"W, leaving said existing Southerly Right of Way line of West Alameda Street, a distance of 9.09 feet to a point; thence,

S 36° 36' 31" W, a distance of 7.26 feet to a point; thence,

N 50° 49'25" E to a point on the existing Easterly Right of Way line of South Guadalupe Street, a distance of 6.83 feet to the Point of Beginning;

Said tract contains 101 Square Feet or 0.0023 Acres, more or less.

Surveyor's Certification

I, Benjamin M. Aragon, New Mexico Professional Surveyor No. 15268, do hereby certify that this Property Description was prepared by me or under my supervision, meets the minimum requirements for surveys in New Mexico, and is true and accurate to the best of my knowledge and belief.

8-14-20
Date

Benjamin M. Aragon, N.M.P.S. No. 15268
Wilson & Company, Inc.
4401 Masthead Street NE, Suite 150
Albuquerque, NM 87109
(505) 348-4000



PROPERTY DESCRIPTION
N.M.P. # S100460
PCN S100460
CIP # 801B

3-QCD-1
CITY OF SANTA FE

A certain tract of land located in Santa Fe Grant and Projected Section 24, Township 17 North, Range 9 East, N.M.P.M, Santa Fe County, New Mexico, same as being a portion of the land described in a Patent to the City of Santa Fe, filed March 8, 1901 in Book G1, Page 612, Records of Santa Fe County, New Mexico, and being more particularly described by New Mexico State Plane Grid Bearings (Central Zone) and ground distances as follows:

BEGINNING at the Northwest corner of said tract herein described, said point being on Construction & Survey Centerline P.O.T. Station 28+29.80, Offset 32.08, right of N.M.P. # S100460, Santa Fe County, State of New Mexico, whence a Wilson & Company Inc. Aluminum Cap stamped "CP-975" found in place bears N 40° 22' 53" W. 545.14 feet distant; thence from said Point of Beginning, on the existing (2020) Easterly Right of Way line of North Guadalupe Street; thence,

N 38° 28' 00" E along said existing easterly Right of Way line of North Guadalupe Street, 10.32 feet to a point on the Southerly existing (2020) Right of Way line of Catron Street; thence,

N 53° 05' 00" E a distance of 13.40 feet to a point; thence

S 33° 12' 21" E leaving the existing (2020) Southerly Right of Way line of Catron Street, a distance of 0.93 feet to a point; thence,

Southwesterly, 17.05 feet along a curve to the left, having a Radius of 14.50 feet, a Central Angle of 67° 21' 27" and a Chord of 16.08 feet which bears S 17° 23' 23" W to the Point of Beginning;

Said tract contains 48 Square Feet or 0.0011 Acres, more or less.

Surveyor's Certification

I, Benjamin M. Aragon, New Mexico Professional Surveyor No. 15268, do hereby certify that this Property Description was prepared by me or under my supervision, meets the minimum requirements for surveys in New Mexico, and is true and accurate to the best of my knowledge and belief.



8-14-20
Date

Benjamin M. Aragon, N.M.P.S. No. 15268
Wilson & Company, Inc.
4401 Masthead Street NE, Suite 150
Albuquerque, NM 87109
(505) 348-4000

PROPERTY DESCRIPTION
N.M.P. # S100460
PCN S100460
CIP # 801B

3-QCD-2
CITY OF SANTA FE

A certain tract of land located in Santa Fe Grant and Projected Section 24, Township 17 North, Range 9 East, N.M.P.M, Santa Fe County, New Mexico, same as being a portion of the land described in a Patent to the City of Santa Fe, filed March 8, 1901 in Book G1, Page 612, and Parcel C-2 described in a Plat of Survey for the Board of Education of the City of Santa Fe, filed August 6, 1985 in Book 155, Page 009, Records of Santa Fe County, New Mexico, and being more particularly described by New Mexico State Plane Grid Bearings (Central Zone) and ground distances as follows:

BEGINNING at the Southeast corner of said tract herein described, said point being on Construction & Survey Centerline P.O.T. Station 28+89.62, Offset 45.00', right of N.M.P. # S100460, Santa Fe County, State of New Mexico, whence a Wilson & Company Inc. Aluminum Cap stamped "CP-975" found in place bears N 42° 07' 31" W. 485.98 feet distant; thence from said Point of Beginning, on the existing (2020) Northerly Right of Way line of Catron Street; thence,

S 52° 37' 35" W along said existing northerly Right of Way line of Catron Street, 5.30 feet; thence,

N 37° 21' 25" W along the existing (2020) easterly Right of Way line of North Guadalupe Street 198.81 feet; thence,

Leaving said Right of Way line of North Guadalupe Street, S 39° 38' 03" E, a distance of 56.88 feet to a point; thence,

S 38° 35' 03" E, a distance of 142.01 feet to the Point of Beginning:

Said tract contains 601 Square Feet or 0.0138 Acres, more or less.

Surveyor's Certification

I, Benjamin M. Aragon, New Mexico Professional Surveyor No. 15268, do hereby certify that this Property Description was prepared by me or under my supervision, meets the minimum requirements for surveys in New Mexico, and is true and accurate to the best of my knowledge and belief.



9-14-20
Date

Benjamin M. Aragon, N.M.P.S. No. 15268
Wilson & Company, Inc.
4401 Masthead Street NE, Suite 150
Albuquerque, NM 87109
(505) 348-4000

FIR No. 3294

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Guadalupe Street ROW

Sponsor(s): Councilors Lindell and Villarreal

Reviewing Department(s): Public Works

Staff Completing FIR: Romella Glorioso-Moss Date: 11/03/2020 Phone: 955-6623

Reviewed by City Attorney: _____ Date: Nov 17, 2020

Reviewed by Finance Director: _____ Date: Nov 17, 2020

Summary:
As per funding requirement with NMDOT (S100460 "Guadalupe Reconstruction Project") this resolution confirms that all road improvements constructed on City property (Parcels 2-QCD-1, 2-QCD-2, 3-QCD-1 and 3-QCD-2) under this Project will be open for use by the public as City right-of-way.

Departments Affected:
Public Works

Consequences of Not Enacting Legislation:
If this Resolution is not adopted, the much needed road improvements that will help ensure safety and access by all users particularly the pedestrians, bicyclists and people with disabilities will not be constructed. The City will need to return to the State all the funding we received in the total amount of $912,600. Moreover, our failure to implement this Project would jeopardize future funding opportunities with the state and federal governments.

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

Performance and Administrative Implications:
The City will apply for Right-of-Way certification from the New Mexico Department of Transportation (NMDOT) in order to construct the project and receive the NMDOT construction funding of $4,150,000.

Fiscal Implications:
None identified.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

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

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

Expenditure Narrative:

Revenue

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

Revenue Narrative:

Signature: Regina Wheeler (Nov 18, 2020 16:20 MST)

Email: rawheeler@santafenm.gov

Signature: Romella Glorioso-Moss (Nov 17, 2020 16:25 MST)

Email: rsglorioso-moss@santafenm.gov

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 12/14/2020
ISSUE NO. 8D Consideration of Resolution No. 2021-__: A Resolution Regarding Public Use Requirements for the Guadalupe Street Reconstruction Project. (Councilors Lindell and Villarreal) (Romella Glorioso-Moss, Projects Administrator, rsglorioso-moss@santafenm.gov, 955-6623) **Committee Review:** Public Works and Utilities Committee: 12/14/20 Governing Body: 1/13/21
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 1/13/2021 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		

Written Report to Governing Body
Meeting Date: 01/13/2021
Time Period Covered: 12/16/2020 – 01/05/2021

1. **Police Department (See attached for more detail)**

    a. Number of calls related to COVID-19 enforcement, by police beat area:

    12 calls total

    Area 1: **2**

    Area 3: **1**

    Area 5: **1**

    Area 6: **3**

    Area 8: **1**

    Area 9: **4**

    b. Average response time to the calls:
    Average Dispatch time (from call to officer dispatched)
    - COVID Info 54 minutes
    - COVID Mask 12 minutes

    Average Response time (Dispatch Officer to Arrival at location)
    - COVID Info 5 minutes
    - COVID Mask 18 minutes

    c. Outcome of the response: See below, starting page 6.

    d. Citations issued for violations of City or State COVID-related restrictions, by police beat area:

    14 citations issues (**9** citations, **5** warning citations)

2. **Fire Department**

    a. Number of calls related to COVID-19:
    - **92** incidents known or suspected to be COVID-19 related.
    - The SFFD COVID-19 dedicated ambulance responded to **26** of the **92** calls, and **24** of the calls were confirmed as COVID-19 positive.

    b. Number of transfers to and from the Santa Fe Regional Airport to area hospitals:

- **23** transfers: **7** documented as COVID-19 related.

c. The County or State of origin (by residence) for each of the transfers:

Patient City	Patient State	Patient Zip
ZUNI	NM	87327
FARMINGTON	NM	87401
SANTA FE	NM	(blank)
ZUNI	NM	87327
CHINLE	AZ	86503
SANTA FE	NM	(blank)
ARTESIA	NM	88210
BRIMHALL	NM	87310
SANTA FE	NM	(blank)
SANTA FE	NM	87501
SANTA FE	NM	(blank)
SANTA FE	NM	(blank)
SANTA FE	NM	(blank)
GALLUP	NM	87301
SANTA FE	NM	(blank)
SANTA FE	NM	(blank)
TOHATCHI	NM	87325
CENTER	CO	81125
SANTA FE	NM	(blank)
(blank)	(blank)	(blank)
MAXWELL	NM	87728
LAKE ARTHUR	NM	88253
NEWCOMB	NM	87455

3. Human Resources

a. Number of new positive cases among City employees since the previous report, categorized by City department:

Department	Number of Cases Reported December 24, 2020- December 31, 2020
Police Department	**2**
Public Utilities Department	**1**
Public Works Department	**1**

b. Number of cumulative positive cases among City employees since March, categorized by City department:

Department	Active	Resolved	Grand Total
Community and Economic Development	0	1	1
Community Engagement	0	1	1
Community Services	0	5	5
Finance	0	1	1
Fire	5	16	21
General Government	0	1	1
Human Resources	0	1	1
ITT	0	1	1
Land Use	0	1	1
Police	2	10	12
Public Utilities	1	15	16
Public Works	2	19	21
Recreation	1	3	4
Tourism	0	1	1

Grand Total	**11**	**76**	**87**

c. Whether or not the City employees that test positive have been in City facilities since during their period of infection, and if so, when they were in said facilities:

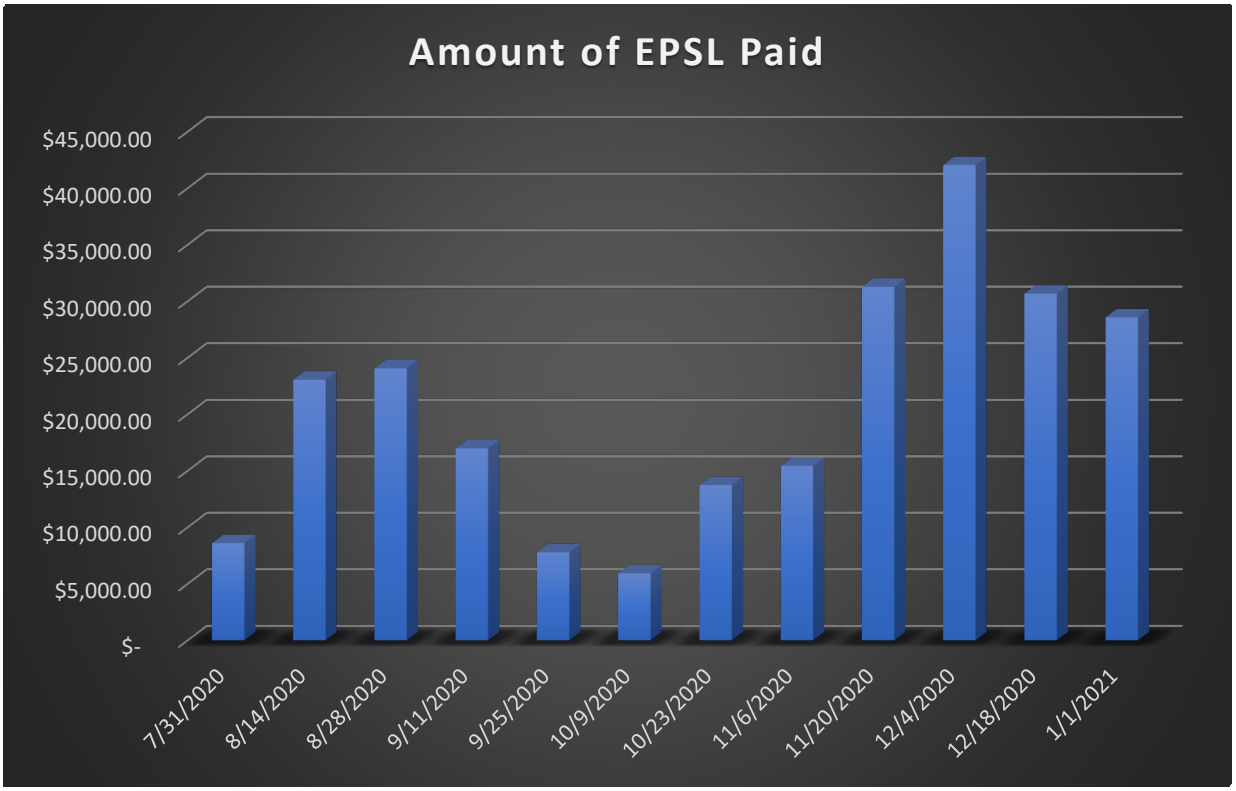
When the City HR Department becomes aware of a positive case, the HR team completes a thorough exercise with the employee who has tested positive to identify if the employee was at a City facility or worksite and if yes, when. If the employee was at a City facility or worksite, the department works with HR and the City Manager to determine if a closure is necessary. The area is cleaned and sanitized in addition to the regularly scheduled cleaning and sanitizing schedule.

d. City buildings that were closed as a result of any positive cases:

Municipal Court was closed due to a positive COVID-19 case.

e. Report on City-wide use of emergency sick leave related to COVID-19:

Pay Period	Pay Date	Number of Employees Who Utilized EPSL	Number of Hours Granted	Amount of EPSL Paid
July 11, 2020 July 24, 2020	7/31/2020	14	556	$ 8,614.76
July 25, 2020 - August 7, 2020	8/14/2020	45	1497.75	$ 23,075.59
August 8, 2020 - August 21, 2020	8/28/2020	29	1281	$ 24,073.26



August 22, 2020 - September 4, 2020	9/11/2020	22	882.5	$ 17,008.33
September 5, 2020 - September 18, 2020	9/25/2020	22	379	$ 7,802.31
September 19, 2020 - October 2, 2020	10/9/2020	11	400	$ 5,942.47
October 3, 2020 - October 16, 2020	10/23/2020	18	794.5	$ 13,758.90
October 17, 2020 - October 30, 2020	11/6/2020	19	757	$ 15,451.41
October 31, 2020 - November 13, 2020	11/20/2020	42	1595	$ 31,287.40
November 14, 2020 - November 27, 2020	12/4/2020	55	2130.5	$ 42,072.24
November 28, 2020 - December 11, 2020	12/18/2020	42	1549.25	$ 30,689.84
December 12, 2020 - December 25, 2020	1/1/2021	38	1502.25	$ 28,598.84

4. Emergency Management and Safety

a. Availability of PPE for City employees:

Emergency Management and Safety is processing a large order of additional safety supplies to be distributed to staff in the upcoming weeks. The quantities will be included in future reports.

Inventoried Supplies:

i. Cotton Masks: 2571

ii. KN95s: 2040

iii. IR Thermometers: 6

iv. Sanitizer

1. 2oz – 1640
2. 4oz – 434
3. 10oz – 2
4. 128oz – 2

v. Face Shields: 1022

Santa Fe Police Department Detail

Covid Info Calls 12/16/2020-01/05/2021

1. 12/17/2020 @ 11:35am- COVID INFO 564 N. Guadalupe ST (Travelers Market)
   Owners not wearing a mask.
   Per Officer everyone was in compliance
   Time Received 11:35am
   Dispatched 11:39am
   Arrived 11:43am

2. 12/17/2020 @ 4:25pm- COVID INFO 66 E San Francisco ST (Plaza Galeria)
   Ongoing Violation- No other information provided in the radio log
   Per Officer No Report Required
   Time Received 4:25pm
   Dispatched 5:22pm
   Arrived 5:26pm

3. 12/18/2020 @ 11:04am- COVID INFO 66 E San Francisco ST (Plaza Galeria)
   No Information in Call
   Per Officer No Report Required
   Time Received 11:04am
   Dispatched 11:04am
   Arrived 11:04am

4. 12/18/2020 @ 7:20pm COVID INFO 2829 Vereda Poniente
   Party possibly 5-6 vehicles at location
   Per Officer only one car outside of residence and all lights are off. No Contact made.
   Time Received 7:20pm
   Dispatched 8:50pm
   Arrived 8:58pm

5. 12/22/2020 @ 12:06pm- COVID INFO 1863 Cerrillos Rd (SQ Auto Sales)
   7 men eating in the small office- No Masks- They are coughing
   Per Officer- Spoke with the owner. Upon arrival there were 6-7 people scattered in the parking lot including owner. Owner was told about the allegations and asked to ensure he follows the rules. Owner denied the allegations. No Report Required
   Time Received 12:06pm
   Dispatched 12:50pm
   Arrived 12:50pm

6. 12/24/2020 @ 11:53am- COVID INFO 3695 Cerrillos Rd (GreenTree Inn)
   Caller stated that location has too many rooms' rented out/violating COVID restrictions
   Per Officer- No Report Required
   Time Received 11:53am
   Dispatched 12:30pm

Arrived 12:34pm

7. 12/26/2020 @ 1:27pm- COVID INFO 3695 Cerrillos Rd (GreenTree Inn)
   Caller reports a violation at this hotel. That they have every room rented out.
   Per Officer- No Report Required
   Time Received 1:27pm
   Dispatched 1:34pm
   Arrived 1:34pm

8. 12/31/2020 @ 6:49PM- COVID INFO 58 S. Federal Pl (Osteria d Assisi)
   Caller reports that 100 people eating inside the location
   Per Officer- Contact made with person who was in charge of location. They were aware of the COVID safety regulation and they did not have indoor dining available. The only people inside were employees and people picking up to go orders. Owner would be notified of report.
   Time Received 6:49pm
   Dispatched 9:15pm
   Arrived 9:15pm

Covid Mask Calls 12/16/2020-01/05/2021

9. 12/25/2020 @ 1:00pm- COVID MASK 3695 1875 Camino Lumbre
   Caller reports 5-6 Cars and People without masks.
   Per Officer- 1879 having a family gathering. All are inside of home. No Report Required
   Time Received 1:00pm
   Dispatched 1:02pm
   Arrived 1:17pm

10. 12/25/2020 @ 1:45pm- COVID MASK 351 W De Vargas St
    Caller reports location full of people not wearing masks.
    Per Officer- No Report Required
    Time Received 1:45pm
    Dispatched 1:49pm
    Arrived 2:13pm

11. 12/31/2020 @ 11:30am- COVID MASK 1221-B1 Flagman Way
    Caller reports multiple people at location not wearing masks and management is not doing anything about it.
    Per Officer- Spoke with manager who was wearing a mask and business was in compliance
    Time Received 11:30am
    Dispatched 11:37am
    Arrived 11:53am

12. 01/02/2021 @ 1:04pm- COVID MASK 1090 S. Saint Francis Drive (Natural Grocers)
    Caller reports woman at location refusing to wear a mask
    Per Officer- No contact/ No Report Required
    Time Received 1:04pm

Dispatched 1:40pm
Arrived 1:43pm

Average Dispatch time (from call to officer dispatched)

- COVID Info 54 minutes
- COVID Mask 12 minutes

Average Response time (Dispatch Officer to Arrival at location)

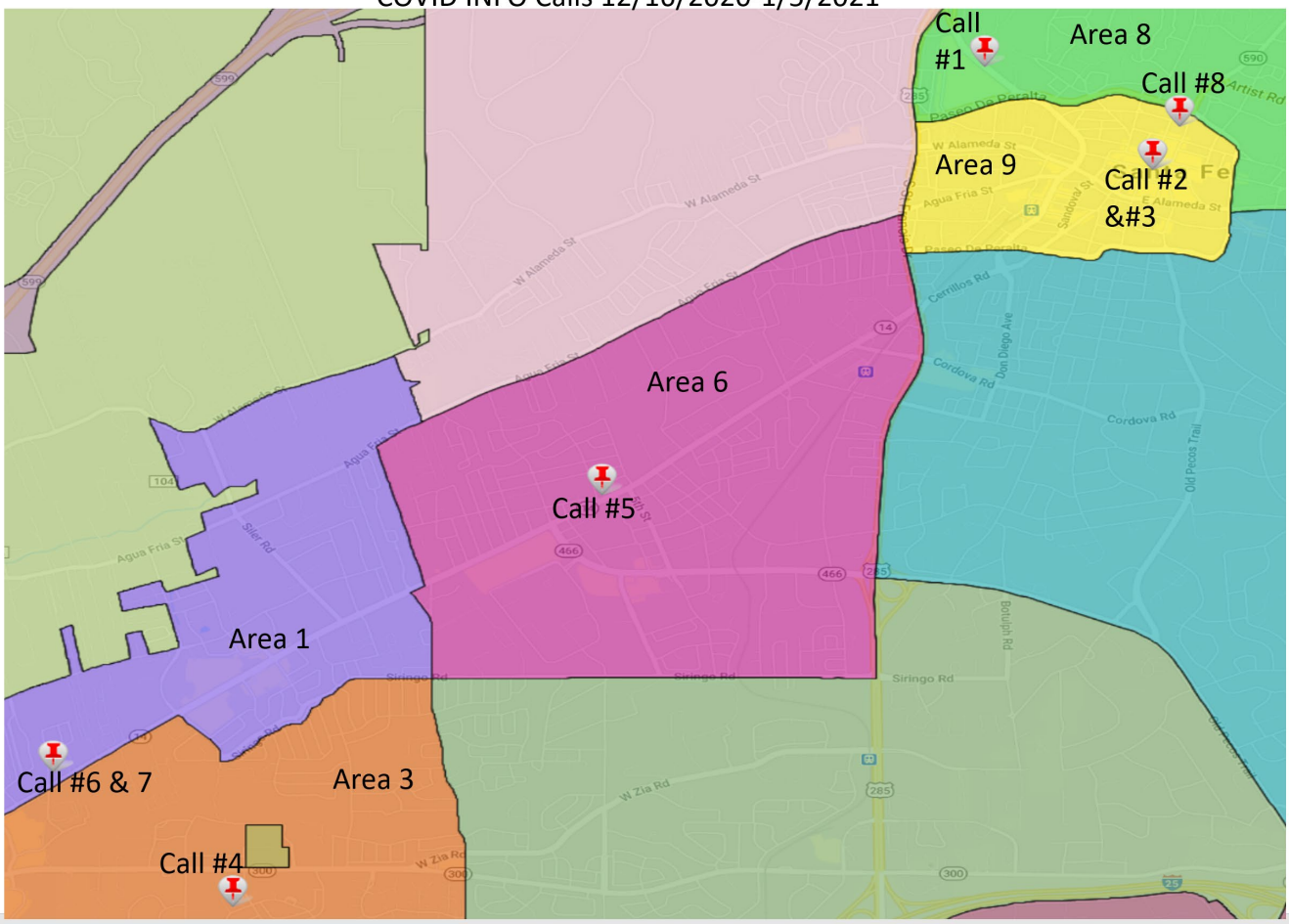
- COVID Info 5 minutes
- COVID Mask 18 minutes

COVID Mask Citations to Date under the City Ordinance

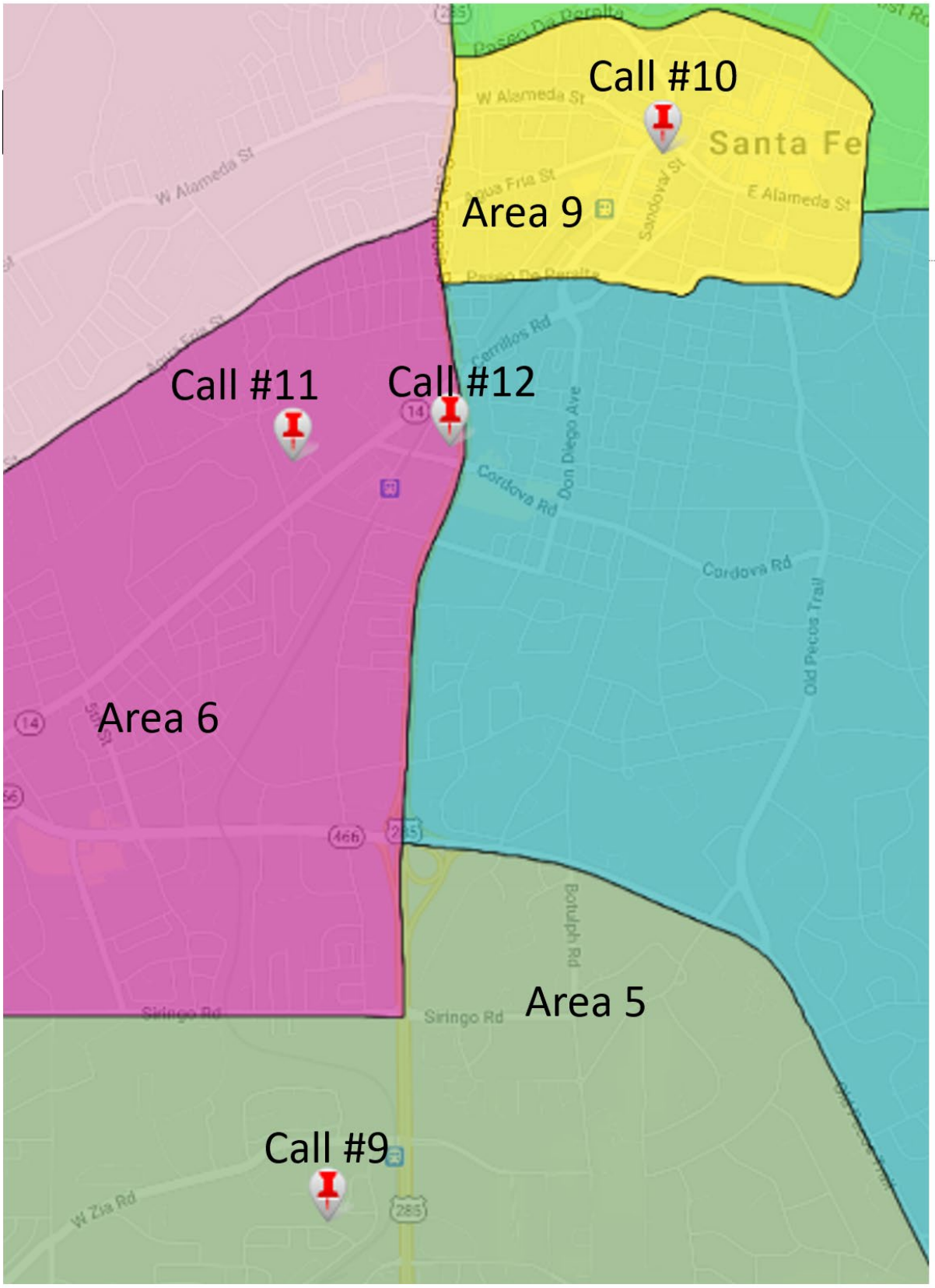
- 14 Citations Issued
    - 9 Citations
    - 5 Warning Citations

No violations under the State's PHO at this time.

COVID INFO Calls 12/16/2020-1/5/2021



COVID Mask Calls 12/16/2020-1/5/2021



City of Santa Fe

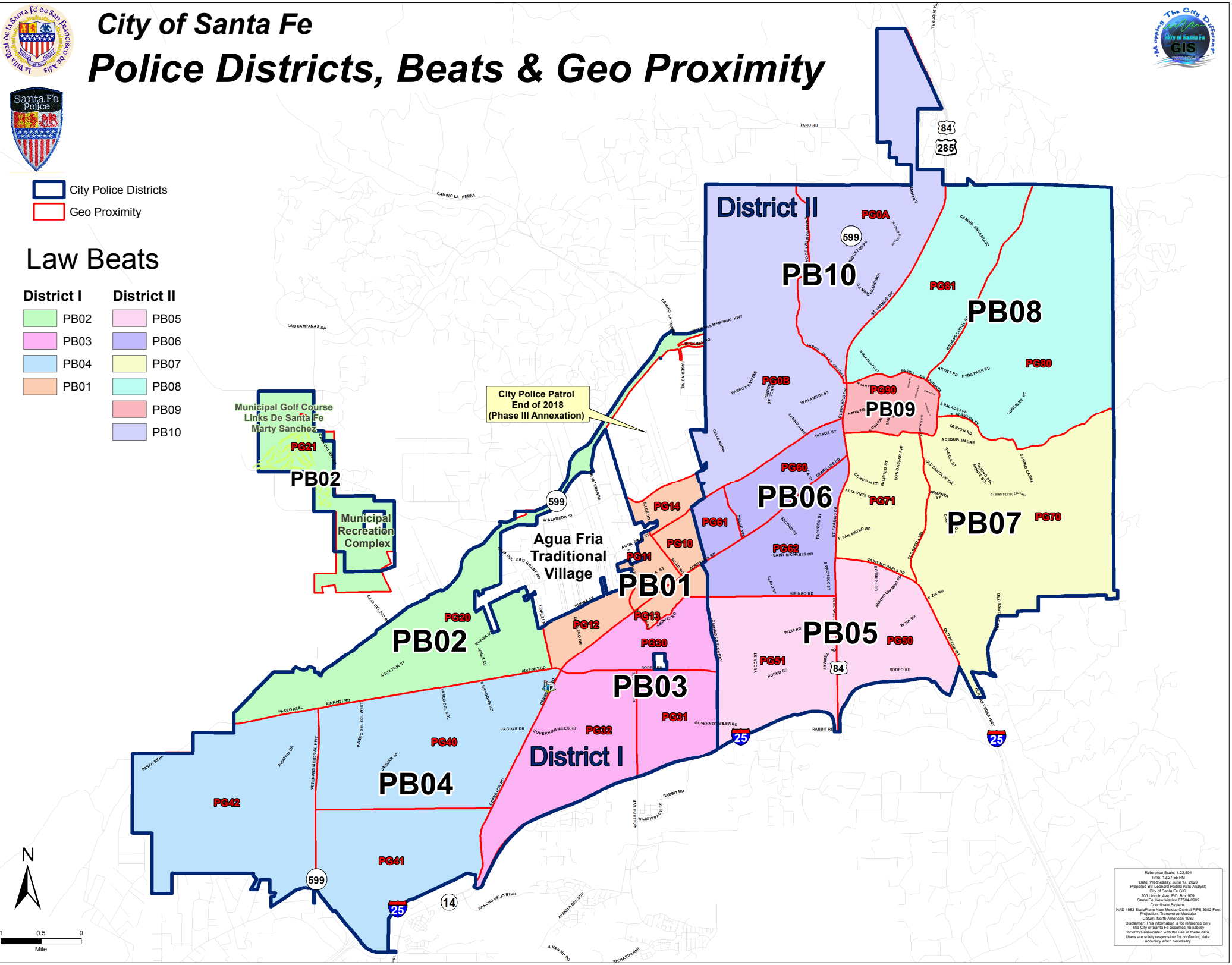
Police Districts, Beats & Geo Proximity

City Police Districts

Geo Proximity

Law Beats

District I	District II
PB02	PB05
PB03	PB06
PB04	PB07
PB01	PB08
	PB09
	PB10



Reference Scale: 1:23,804
Time: 12:27:55 PM
Date: Wednesday, June 17, 2020
Prepared By: Leonard Padilla (GIS Analyst)
City of Santa Fe GIS
200 Lincoln Ave. P.O. Box 909
Santa Fe, New Mexico 87504-0909
Coordinate System:
NAD 1983 StatePlane New Mexico Central FIPS 3002 Feet
Projection: Transverse Mercator
Datum: North American 1983
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accuracy when necessary.

City of Santa Fe, New Mexico

memo

DATE: **January 8, 2021**

TO: **City Council**

FROM: **Mayor Alan Webber**

RE: **Appointments**

I would like to make the following appointments:

Planning Commission

Brian Gutierrez (District 1) – Reappointment – term ending 6/2022
Jessica Eaton Lawrence (District 1) – Reappointment – term ending 6/2023
Mark Hogan (District 2) – Reappointment – term ending 6/2022
Pilar Faulkner (District 3– Reappointment - term ending 6/2023
Lee Garcia (District 3) – Reappointment - term ending 6/2022
Dominic Sategna (District 4) – Reappointment - term ending 6/2022
Janet Clow (At Large) – Reappointment - term ending 6/2022
Carly Piccarello (District 2) – term ending 6/2023 (Resume attached)
Amanda Chavez District 4) – term ending 6/2023 (Resume attached)

Board of Adjustment

Gary Friedman – Reappointment – term ending 9/2024
Rachael Winston – Reappointment – term ending 9/2023
Donna Reynolds – Reappointment – term ending 9/2023
Coleen Dearing – Reappointment - term ending 9/2022
Doug Maas – Reappointment - term ending 9/2022
Grant Alexander – term ending 9/2024 (Resume attached)
Daniel Painter – term ending 9/2024 (Resume attached)

City of Santa Fe New Mexico
Memorandum

Date: January 7, 2021

To: Governing Body and City Manager

From: Elias Isaacson, AICP
Planning and Land Use Director

RE: Land Use Board Appointments

BACKGROUND AND SUMMARY:

Members of the City's land use boards and commissions are appointed by the Mayor with consent by the City Council. This memorandum recommends appointments to the City's Planning Commission and Board of Adjustment.

Planning Commission

The Planning Commission reviews and approves proposals for new development projects in the City of Santa Fe, creating the potential to have a large and long-lasting impact, as the City considers approaches to address the lack of affordable housing in the community. The Commission also makes recommendations to the Governing Body about requests for zoning changes, annexations, and amendments to the City's Land Development Code.

The Commission is composed of nine members who are qualified by training, experience, and ability to exercise sound and practical judgment on civic, social, economic, and governmental affairs. The Commission includes two members from each City Council District and one "at-large" member. Currently, there are two vacancies on the Commission, and the remaining members are serving on expired terms. As part of this appointment process, the City sought and obtained letters of interest from constituents in all Districts.

Board of Adjustment

The Board of Adjustment reviews and decides appeals of final actions of the Land Use Director and requests for special use permits and variances associated with single-family residential construction, creating the potential to have a large impact as the City continues to grow while maintaining community values and character.

The Board consists of seven members. Currently, there is one vacancy on the Board, and the remaining members are serving on expired terms. As part of this appointment process, the City sought and obtained letters of interest from City residents with professional experience in law, real estate, construction, or design.

RECOMMENDATIONS:

It is recommended that the Mayor appoint and the City Council approve the following new appointments and reappointments to the Planning Commission and Board of Adjustment.

I. Planning Commission

Under SFCC 14-2.3(D)(3), Commissioners shall serve two-year overlapping terms, maintaining the original overlap of planning commission terms. Members shall serve until their successors have been appointed and qualified. Because all terms are expired, to retain overlapping terms it is recommended that four Commissioners be appointed to 2-year terms and five Commissioners be appointed to 1-year terms, as set forth below.

A. New Members:

- Carly Piccarello (District 2): 2-Year Term (01/13/2021 to 01/13/2023)

  Carly Piccarello has a master's degree in Landscape Architecture and a graduate certificate in Historic Preservation from UNM. Carly has extensive experience developing master plans and designs for public parks and open space, with a focus on water conservation and green infrastructure. More recently Carly worked for the Meow Wolf Denver attraction, providing site planning, architectural coordination, and technical expertise to the project's team of contractors to ensure compliance with building and life safety codes. She is interested in the relationship between Santa Fe's built environment and the quality of life of its residents, and is committed to providing equitable access to parks, housing, food, and public transportation.

- Amanda Chavez (District 4): 2-Year Term (01/13/2021 to 01/13/2023)
  Amanda Chavez is the Principal of the Cesar Chavez Community School located in Tierra Contenta. Through her work at the school, Amanda has forged deep relationships with her students while implementing wellness initiatives aimed at addressing the impacts of trauma in our communities. She has a passion for our City and is committed to expanding opportunity for all Santa Feans.

B. Re-Appointment of Existing Members:

- Brian Gutierrez (District 1): 1-Year Term (01/13/2021 to 01/13/2022)
- Jessica Eaton Lawrence (District 1): 2-Year Term (01/13/2021 to 01/13/2023)
- Mark Hogan (District 2): 1-Year Term (01/13/2021 to 01/13/2022)
- Pilar Faulkner (District 3): 2-Year Term (01/13/2021 to 01/13/2023)
- Lee Garcia (District 3): 1-Year Term (01/13/2021 to 01/13/2022)
- Dominic Sategna (District 4): 1-Year Term (01/13/2021 to 01/13/2022)
- Janet Clow (At Large): 1-Year Term (01/13/2021 to 01/13/2022)

City of Santa Fe New Mexico
Memorandum

II. Board of Adjustment

Under SFCC 14-2.3(D)(3), Board Members serve three-year overlapping terms, maintaining the original overlap of Board of Adjustment terms. Members shall serve until their successors are appointed and qualified. Because all terms are expired, to retain overlapping terms it is recommended that three Members be appointed to three-year terms, two Members be appointed to two-year terms, and two Members be appointed to one-year terms, as set forth below.

A. New Members:

- Grant Alexander, Architect and Real Estate Broker: 3-Year Term (01/13/2021 to 01/13/2024)

  Grant Alexander is a Real Estate Broker with additional experience working as an architect, planner, and traffic engineer. Throughout his career, Grant has shown a deep appreciation for historic preservation, while also recognizing the importance of adapting to the changing needs of a community. Grant is committed to creating a better, stronger Santa Fe through sensible and pragmatic decision making.

- Daniel Painter, Planner (ret.): 3-Year Term (01/13/2021 to 01/13/2024)

  Dan Painter is a retired planner living in Santa Fe. Prior to retirement, Dan worked as a community and transportation planner in Colorado. He is an AICP Certified Planner, and has received numerous awards for planning efforts at the state and national level. Dan is very familiar and experienced with the responsibilities and expectations of serving on a Land Use Board, with previous experience as a Planning Commissioner and Town Councilor. Dan has served on the Santa Fe County Transportation Impact Fee Committee and is an on-going volunteer with SWAIA.

B. Re-Appointment of Existing Members:

- Gary Friedman, Attorney: 3-Year Term (01/13/2021 to 01/13/2024)
- Rachael Winston, Attorney: 2-Year Term (01/13/2021 to 01/13/2023)
- Donna Reynolds, Real Estate Broker: 2-Year Term (01/13/2021 to 01/13/2023)
- Coleen Dearing, Real Estate Broker: 1-Year Term (01/13/2021 to 01/13/2022)
- Doug Maas, Contractor: 1-Year Term (01/13/2021 to 01/13/2022)

ACTION REQUESTED:
Approve appointments as presented.

ATTACHMENTS:
Letters of Interest from new candidates.

December 18, 2020

Re: City of Santa Fe Planning Commission

To the Selection Committee:

I am writing to express my interest in serving as a member of the City of Santa Fe's Planning Commission. I believe my unique combination of professional experiences and education in planning and public participation processes would greatly benefit the City of Santa Fe. With training in landscape architecture, planning and historic preservation, I bring a practical perspective and approach that values equitable access to parks, housing, transportation and food without undue burden.

I have a master's degree in Landscape Architecture from the University of New Mexico with a graduate certificate in Historic Preservation. As a designer for Surroundings landscape architecture firm, I have gained experience creating designs for public parks and open space plans in New Mexico and Texas with accessibility and water conservation as primary goals. I worked on master plans and written reports including a green infrastructure/low impact development master plan for Los Alamos National Labs. Working as part of a small team, I supported many efforts to capture public and stakeholder input.

For the Meow Wolf Denver attraction I provided site planning, architectural coordination, and technical expertise to the building's team of contractors in order to ensure code compliance of sculptures and that building systems support the exhibits. I also provided construction management with interactive exhibits up to 37' tall and with the renovation of Meow Wolf facilities in Santa Fe.

In addition to helping improve parks, open spaces, and create imaginative exhibits, I am also interested in how Santa Fe's built environment supports all of its residents. I feel a responsibility to put my experience, knowledge, and energy to use for the benefit of the communities of this city. I would greatly appreciate an opportunity to speak about my interest and qualifications to serve on the Planning Commission. I look forward to hearing from you and please let me know if you have any questions.

Sincerely,

Carly M. Piccarello

carly piccarello CV

awards

TX ASLA Design Excellence Award for Murchison Park

Jeff Harner Award 2018 for Unbuilt Design in Landscape Architecture for Murchison Park

Univ. of New Mexico Olmsted Nominee 2015

Between Spaces Design Competition 2014: 1st place

Warsaw International Memorial Design Competition: Honorable Mention

Univ. of Oregon Graduate Teaching Fellowship

Univ. of Tennessee Chancellor Citation Scholar Athlete Award Outstanding Graduate

education

Master of Landscape Arch, Univ. of New Mexico 2015 (with Distinction)

HPR, Univ. of New Mexico, Historic Preservation + Regionalism Graduate Certificate 2015

Master of Fine Arts, Univ. of Oregon 2010

BFA, Univ. of Tennessee, (summa cum laude) 2007

contact

professional experience

Meow Wolf, Exhibition Design Manager, Santa Fe, 2017-2020
exhibit, structural + site design, 3D design, risk assessment, code compliance management, exhibition permit coordination, themed environment design, management of drawing set for contractor coordination + contract reviews

Surroundings Studio, Landscape Designer, Santa Fe, 2016-17 (18 months)
GIS mapping, site analysis, project management, contract review, proposal writing + review, cost estimating, + design of master + site plans for historic + non-historic sites

NPS Acting Intermountain Regional Historic Structures Coordinator, 2015-16
site recordation, GIS mapping, historical research + analysis, management of field documentation + technicians, writing applications for National Register Nominations determinations, conducting cultural landscape + historic structure trainings

Virtual New Mexico Project Video + Web Designer, 2015
mapping, historical research + analysis, creation of infographics for video

UNM Landscape Arch. Web + Graphic Coordinator, 2014-15
management of program website + created an interactive map diagramming the historically used plant types of the Monte Vista Neighborhood in Albuquerque http://www.arcgis.com/apps/MapJournal/index.html?appid=887c805ec759477589b8d4f990b25015

National Park Service Historic Structures Field Technician, Zion NP, Utah, 2014
National Park Service Historic Structures Field Technician, Grand Canyon NP, AZ, 2013
wrote historic + prehistoric structure conditions assessments + reports, recorded GIS data, provided updated historical context information + research for each of the 96 structures inventoried

NM Main Street Program's Digital Database Creator for Historic Photographs, 2013

Bernalillo County Public Art Program Assistant, 2013

Research Assistant, UNM, 2012

Forest Guild Field Technician Santa Fe, NM, 2012
ecological monitoring + common stand exams for forest thinning in Zuni Mountains

Instructor: Drawing, Digital + Analog Photography Classes, Univ. of Oregon, 2009-2010

programs

AutoCAD
ESRI ArcMap
Adobe Creative Suite
VectorWorks
Sketch-Up
ESRI Storymaps
DroneDeploy
Autodesk Civil 3D
Rhino
Revit
Final Cut Video
Aftereffects
Premiere
iMovie
MS Office

references

Anthony Guida
Fmr. Director of Design Department, Meow Wolf
arguidaarch@gmail.com

Katya Crawford
Professor of Landscape Architecture, UNM
katyac@unm.edu

selected professional experience

Mission 66 research + analysis for Multiple Properties Documentation Form:
This context document established a basis of historical research + guidance for all subsequent Mission 66 Era (Park Service Modeern) National Register Nominations to be submitted. Role: Researcher, Fact checker + Editor

Los Alamos National Laboratories Green Infrastructure/Low Impact Development Master Plan:
Site Analyst, Cartographer, Graphic Designer, Construction Detailer, Project Assistant, Manual Editor

Robert Oppenheimer + Hans Bethe Historic Landscape Master Plan: Site Analyst, Researcher, Designer + PM

New Mexico School for the Arts Master Plan + Phase 1 CDs: Site Analyst, Drone Photographer, Designer + PM

Museum Hill Master Plan Pre-Design + Analysis: Site Analyst + GIS Mapping, Researcher, Drone Photographer

Grand Canyon NP Historic Structures Conditions Assessments for 2013: Field Recordation, Researcher, Writer

Zion NP Historic Structures Conditions Assessments for 2014: Field Recordation, Researcher, Writer

Murchison Park Overlook Revisioning: Site Analyst, Designer, Project Manager + Cost Estimator

Santa Fe County Madrid, Lamy + Ortiz Open Space Plan: Created Maps, Site Analysis + Hosted Public Meetings

Trainings Conducted:
Cultural Landscape Training for Glacier NP employees + guest employees from surrounding regional NPs
Historic Structure Assessment + Documentation Training

Trainings Attended:
Native American Graves Protection and Repatriation Act (NAGPRA)
Archaeological Resources Protection Act (ARPA)
Facilities Management Software System (FMSS)
NEPA Environmental Assessment Training
NHPA Section 106 Training

National Register Nomination Applications:
Curecanti National Recreation Area's Elk Creek Visitor Center: Researcher/Author
Organ Pipe Cactus National Monument Visitor Center: Researcher/Author
Painted Desert Chindi Campground: Researcher/Author
Chaco Canyon Mission 66 Residences: Researcher/Author

publications

2016 NPS Mission 66 Resources Multiple Properties Documentation Form, Editor

2015 Seeing Red, Locating the Invisible: Landscape + Water Literacy in the Mountain View Community, UNM Master of Landscape Architecture Professional Project Report, Author

2014 Haddenham Cabin Historic Structure Report for Fossil Butte National Monument, Co-Author + Editor

2010 Language and the Library, UO Master of Fine Arts Terminal Project Report, Author

design philosophy

Design should build from the past to address issues of identity, health, and well being for all impacted, particularly those who are under-served.

Great designs do this by creating philosophical spaces in the physical world; those that catalyze an experience intended to stir the mind and encourage conversation.

Letter of Interest

December 1, 2020

To Whom it May Concern:

Hello my name is Amanda Chavez, I am the principal at César Chávez Elementary School. Our school has just transitioned to becoming a Community School. We were chosen by our district based on the community and wellness initiatives already present at our school. Since we transitioned to a Community School in the fall of 2019, we have made great gains with our community in regards of outreach and addressing community needs.

My interest was sparked when I learned of these vacant seats at a city level because I feel like I have the knowledge to keep decision making focused on what is best for our community. I have experience in trauma informed practices, and the wellness initiatives that have positive impact on the community. I have also established relationships with community members and essential community partners, as we have formed these through our community school work.

My passion is to better our city and our state for our community members. My interest comes from expanding my work to have impact on a greater number of individuals in our beautiful state of New Mexico.

I appreciate your time and consideration.

Amanda Chavez

Principal

César Chávez Elementary School

Amanda C. Chavez

Objective

I currently am a school principal at César Chávez Elementary School, and we have currently transitioned to become a community school. My passion is community, understanding community trauma, and promoting community wellness. Our efforts at our school have been focused on trauma informed practices, need assessments, and responding appropriately through wellness and community initiatives. I feel like holding a seat at a city level I can offer knowledge that will support decision making keeping the community at the center of every decision.

Leadership Experience Summary

Spring 2014-Fall 2015 Administrative Internship:

Tony Hillerman Middle School, Albuquerque, NM, January-May

Gonzalez Community School, Santa Fe, NM, May-July

Amy Biehl Community School, Santa Fe, NM, July- October

Fall 2014-Spring 2015 8th Grade Team Leader at Tony Hillerman Middle School, Albuquerque, NM

Fall 2009-Spring 2015 After School Program Head/Elementary Middle School Initiative Coordinator at Tony Hillerman Middle School, Albuquerque, NM

- EMSI was the after school program at Tony Hillerman Middle School. As the Coordinator, responsibilities included submitting a proposal, budgeting, staffing, scheduling, payroll, and managing of staff, students, and the school facility after hours

Amy Biehl Community School Santa Fe, NM-Fall of 2015-Spring of 2017

- SPED Contact Teacher: Support SPED Teacher, managed IEP/REED due dates, facilitated IEP meetings, contacted parents

- 21st Century Site Coordinator: Managed 21st Century Learning Program for Amy Biehl Community School

Cesar Chavez Elementary School-Fall of 2017-Spring of 2018

- Assistant Principal: Evaluate and coach staff, manage grant writing/spending, budget management, student discipline, testing coordination, data analysis, scheduling, community event coordination, facilitate committees, addressed and supported student needs based on student wellness, communicate with parents, and more.

Cesar Chavez Elementary School-Fall of 2018-Present

- Principal: Evaluate, coach, and mentor staff, manage grant proposal/writing/spending, budget management, staff discipline, student discipline, data analysis, scheduling, community event coordination, facilitation of committees/meetings, designing professional development, student wellness, communicate with parents, fostering family engagement, and community involvement, and more. Transitioned the school to become a community school focused on trauma informed practices, wellness initiatives, and supporting community progress.

Work Experience

Administrative Experience - 2007-2015

- Fall 2018-Present: Principal at Cesar Chavez Elementary School, Santa Fe NM
- Fall 2017-Spring 2018: Assistant Principal at Cesar Chavez Elementary School, Santa Fe NM
- Fall 2016: SPED Contact Teacher at Amy Biehl Community School, Santa Fe NM
- Fall 2016: 21st Century Site Coordinator at Amy Biehl Community School, Santa Fe NM

Middle School - 2007-2015

- Fall 2014-Spring 2015; Taught 8th grade math inclusion, Tony Hillerman Middle School, Albuquerque NM
- Fall 2012-Spring 2014; Taught 8th grade math inclusion and 7th/8th grade math strategies, Tony Hillerman Middle School, Albuquerque NM
- Fall 2011-Spring 2012; Taught 8th grade math inclusion, Tony Hillerman Middle School, Albuquerque NM
- Fall 2010-Spring 2011; Taught 8th grade math special education and 6th grade reading special education, Tony Hillerman Middle School, Albuquerque NM
- Fall 2009-Spring 2010; Taught 8th grade math special education, Tony Hillerman Middle School, Albuquerque NM
- Fall 2008-Spring 2009; Taught 6th grade math inclusion at James Monroe Middle School, Albuquerque NM
- Fall 2007-Spring 2008; Taught 8th grade math inclusion at Jimmy Carter Middle School, Albuquerque NM

Elementary School - 2015-2017

- Fall 2015-Spring 2017; Taught 3rd/4th/5th/6th grade special education at Amy Biehl Elementary School

Education

2003-High school diploma from Santa Fe High School

August 2003-May 2007 University of New Mexico, Albuquerque, New Mexico Bachelor Degree in Elementary Education K-8 and Special Education K-12 Minor in Mathematics

January 2014-October 2015 Grand Canyon University, Phoenix, Arizona: Masters in Educational Administration

Credentials

- Masters Degree in Educational Administration-Certified New Mexico Administrators License
- Bachelors Degree in Elementary Education k-8-Certified New Mexico Teaching License in Elementary Education k-8
- Bachelors Degree in Special Education k-12– Certified New Mexico Teaching License in Special Education K-12
- Minor in Mathematics-Certified teaching endorsement in mathematics
- Elementary Middle School Initiative (EMSI) Coordinator at Tony Hillerman Middle School, Albuquerque NM
- SPED Contact Teacher at Amy Biehl Community School, Santa Fe NM
- 21st Century Site Coordinator at Amy Biehl Community School, Santa Fe NM

Volunteer Experience

School Event Coordinator, Tony Hillerman Middle School, August 2012-May 2015

- Coordinated all school dances and community events
- Managed fundraising for school student events

Coordinating Award Assemblies, Amy Biehl Community School, Fall 2016-Present

Team member of Instructional Leader Team, Fall 2016-Present

Team member of Operations Leader Team, Fall 2016-Present

Lead in Community School Initiative, César Chávez Elementary School, Fall 2018-Present

Other Recent Related Training

CPI Certified

Exceptional Individual Training (5 day):

- Areas of focus: Student Diversity, Law in Education, Co-teaching, Wilson Reading, Writing IEP's, Tienet, and Behavior

References

Renee Garcia, Principal at Tony Hillerman Middle School Cell:

Carlos Lee. Principal at Cesar Chavez Elementary School Cell:

Deanna Ocampo-Moore, Principal at Amy Biehl Community School

Debbie Real, Associate Superintendent for Instruction & School Support, Santa Fe Public Schools

Linda Sink, Deputy Superintendent, Santa Fe Public Schools

GRANT ALEXANDER

PROVEN SKILLS
Architectural Designer
Real Estate Broker
Transportation Planner

Principal — Santa Fe, New Mexico
Wide Angle Curve Design 2016 - Present
- Architectural design for projects of all scale and type.
- Recent projects include residential new construction, guest homes and remodels, a commercial co-work space and 20 unit condo redevelopment.

Junior Architect — Santa Fe, New Mexico
Trey Jordan Architecture, LLC 2017 - Present
- Project management. Revit drafting modelling, drafting + design.

Real Estate Broker — Santa Fe, New Mexico
Barker Real Estate, 2016 - Present
- Experience with residential and commercial real estate including premium homes, large ranches, office space, downtown condos, rural properties and everything in between.

Project Manager — New York, New York
Office AO Architecture, 2013 - 2017
- Lead designer + project manager on commercial + retail projects --from 10 mall fit-out for H&M to a $10M corporate headquarter—taking projects from first sketch to final punch list.
- Provided all construction administration. Bringing projects in,on time + on budget.

Intern Architect — New York, New York
Meridian Design Associates, 2012-2013
- Construction documents, marketing material overhaul, and RFP + Submittal responses.

Design Associate — San Francisco, California
Public Architecture, 2010
- Awarded a prestigious research + design internship

Transportation Planner and Traffic Engineer — Framingham, Massachusetts
Tetra Tech Inc, 2005-2008
- Writing technical reports, interfacing with municipalities and presenting results to the public.
- Quantitative and GIS analysis for transit-oriented developments, EIS's + big box retail.

Urban Planner — Portland, Oregon
Cogan Owens Cogan, 2005
- Edited reports + managed public meetings

Master of Architecture — Albuquerque, New Mexico
University of New Mexico, 2011
- Director's Research Grant, Dean Assistantship, SRAC Grant, RPG Grant, Keller Memorial Travel Scholarship

Master of Geography — London, England
King's College London, 2004
- Concentration: Environment, Politics and Globalization

Bachelor of History — Gambier, Ohio
Kenyon College, 2002

Letter of Interest: Board of Adjustment

To whom it may concern:

Santa Fe New Mexico is poised at an inflection point. Good governance, rooted in informed decision-making based on statistical facts and reasonableness, is what Santa Fe needs in 2021 to move forward. Having worked as an Architect, Urban Planner, Traffic Engineer and Real Estate Broker, I am uniquely well suited for determining how to reasonably assess the business of the Board of Adjustment.

Moving forward does not mean change for change sake. Santa Fe has a social, architectural and community history that needs to be preserved and treasured. My experience as an Urban Planner help teach me the value of preservation. However, Santa Fe is a living city, and needs to be able to adapt to changing circumstances. I have learned this first hand in my experience as an architect and broker.

I am excited for the opportunity to work with, and for, my community on the Board of Adjustment; creating a better, stronger Santa Fe through sensible, educated decision making.

Thank you,



Grant Alexander

Resume of Daniel Alan Painter AICP

EDUCATION:
University of Colorado, B.A. in Liberal Arts (Geography major) 1983
University of Colorado, M.A. in Urban and Regional Planning 1989
City of Longmont Supervisor Training Certificate
ARCInfo Training - Sections 1 & 2
ARCView GIS Training – Sections 1 & 2
ARCGis – Sections 1 & 2
Numerous other training classes, seminars, webinars and conference sessions related to land use planning, transportation, computer programs and other professional improvement subjects

AFFILIATIONS:
Member of American Planning Association (APA)
Member of American Institute of Certified Planners (AICP)
Virginia Chapter of the American Planning Association, Vice-President of Sections (2008 to 2011)

EXPERIENCE:

- January 2011 to April 2017 (Retired); District Planning Manager with Virginia Department of Transportation, Culpeper, Virginia
- July 2008 to December 2009; Senior Planner/Project Manager with ATCS, PLC, Dulles, Virginia
- July 2005 to July 2008; Senior Planner/Project Manager with Dewberry and Davis, Inc., Culpeper & Fairfax, Virginia
- January 2001 to July 2005; Planning Director with the City of Manassas Park, Virginia
- September 1999 to January 2001; Transportation Planner with the City of Charlottesville, Virginia
- June 1994 to September 1999; Planner III/Transportation Planner with the City of Longmont, Colorado
- January 1990 to June 1994; Principal Planner with Clark County, Nevada
- April 1985 to January 1990; Transportation Planner with the City of Boulder, Colorado
- June 1983 to April 1985; Transportation Planner with Jefferson County, Colorado

RESPONSIBILITIES:

- **District Planning Manager** with Virginia Department of Transportation (VDOT) located in the Culpeper District office. I supervise one employee who is a district planner. I am responsible for providing support to the Charlottesville-Albemarle MPO and the National Capital Region Transportation Planning Board (MPO) as well as the Thomas Jefferson Planning District Commission and the Rappahannock Rapidan Regional Planning District Commission. Other responsibilities include reviewing Transportation Impact Analyses (TIA) and project plans for development proposals that are submitted to the jurisdictions within the Culpeper District; reviewing and issuing comments on proposed Virginia Outdoors Foundation easements; compiling priority lists of future district road projects – these lists are used in preparation of the Six-Year Improvement Program; preparation and maintenance of the planning division's budget and other related budgets; represent VDOT at meetings with local elected officials and jurisdictional staffs and citizens; serve as District's Bicycle and Pedestrian Coordinator; and preparing preliminary designs for potential roadway projects. I was a recipient of an Outstanding Employee Award for Teamwork in 2012 for working with a group of VDOT employees on drafting and implementing the Chapter 870 (legislation pertaining to secondary street acceptance, access management, land use permits and traffic impact analysis).

- **Senior Project Manager** with ATCS, PLC. I was the senior project manager for the transportation planning division of the ATCS in their Sterling, VA office. I supervised the work of as many as six planners and engineers working on a variety of projects. My responsibilities included preparing the Transportation Management Plan (TMP) for the I-95/I-395 HOT Lanes Project which is one of the Virginia Department of Transportation (VDOT) Northern Virginia Megaprojects that ATCS managed. I also managed the review of the TMPs for all Base Realignment and Consolidation (BRAC) projects which were also VDOT Megaprojects. I supervised the tracking of all charges on the $8.0 million Traffic Operation and Management Plan section of the Annual Work Program for the VA Megaprojects. My responsibilities also included preparing proposals for other pursuits and managing several other transportation projects which included the West Nursery Road Corridor Study for Anne Arundel County, Maryland and the East Street Pedestrian Crossing Project for Frederick, Maryland.

- **Senior Planner/ Project Manager** with Dewberry and Davis, Inc. I was the lead planner and directed the planning related services that our office offered to our clients in Culpeper County, VA. I managed rezonings, an amendment to a comprehensive plan and subdivisions through the entire preparation, review and approval processes. I designed: a project with 250-residential lot, 800,000 SF of commercial uses and a 12-acre school site; a 5-acre parcel with two hotels; a 167-acre site with approximately 550 townhouse units; and a 320-unit single-family detached subdivision. I direct the work of up to five planners, engineers and engineering technicians when working on a project.

As senior planner I was involved with marketing efforts and prepared proposals in response to Requests for Proposals. I met with potential clients to discuss their projects and our services and how we would undertake the processing and securing approval for their projects. I prepared and tracked the budgets for all planning projects. I monitored the amount of time that employees spent on projects and delegated work assignments.

Dewberry is under contract with Federal Emergency Management Agency (FEMA) to assist them when there are major catastrophes. I volunteered for a three-month assignment in late 2005, in Louisiana, and was assigned to the Public Assistance (PA) program. This assignment involved working with local governmental agencies by documenting and assessing damage caused by Hurricane Katrina. For this assignment I completed several FEMA classes including FEMA Operations I & II. My last assignment with Dewberry was in the Hazard Engineering Department. As a project manager, I supervised the processes of converting existing FEMA Flood Insurance Rate Maps (FIRMs) into digital format (DFIRMs).

- **Planning Director** with Manassas Park, Virginia. My responsibilities included the processing of all land development applications including comprehensive plan amendments, rezonings, subdivisions, site plans, and erosion and sediment control plans and coordinate the activities of the development review team. I was responsible for promoting the economic development of the city. I managed the development of a mixed-use town center project that was developed property owned by the City. This included the preparation of a development guide for the project by leading a committee of elected and appointed officials and residents of the city. The Park Center Development Guideline was recognized by the Virginia Chapter of the American Planning Association and awarded the 2003 Outstanding Plan Award at that organizations annual conference.

  I led the Planning Commission through a year and a half long process to rewrite the City's Comprehensive Plan. I drafted numerous revisions to the City's Zoning Ordinance. I led the work on preparing a citywide trail plan with assistance from the Park and Recreation Department. I implemented a Geographic Information System (GIS) and managed a consultant contract for the development of the database. I was responsible for the preparation of the annual Capital Improvements Program (CIP) and presenting it to the Planning Commission and the Governing Body. I staffed the Planning Commission meetings, prepared their packets and presented agenda items to them. I represented the City on numerous regional committees and planning groups.

  I supervised one zoning inspector and several consultants groups that performed work for the City. I worked closely with the City's Building Inspection Department and Public Works Department.

- **Transportation Planner** with the City of Charlottesville, Virginia. This was a senior planner position in the Neighborhood Development Services and combined the positions of planner, transportation planner and traffic engineer. My most notable accomplishment at this position was the planning, design and construction management of a traffic-calming project on Park Street, a critical access route through a historic area into the downtown district. This project included a series of six (6) neckdowns or chokers that effectively reduced the speed of vehicles traveling along this heavily traveled route.

  My other responsibilities included the review of development proposals, working with neighborhood groups to plan and design traffic calming measures that would be effective in their neighborhoods, being a member of a task force of senior city employees tasked with examining infrastructure issues and developing approaches for addressing them. I coordinated with the University of Virginia's Architect and his staff on transportation issued that impacted the roads around and through the University grounds.

- **Planner III/Transportation Planner** with the City of Longmont, Colorado. Longmont was experiencing very rapid growth during the time I was employed there. I was in a senior planner position and was responsible for managing many annexations, rezonings, site plan reviews, special use reviews and other development related projects. I also functioned as the city's transportation planner and reviewed all development projects, including those that were managed by other staff planners. I implemented a regional transportation demand model called MINUTP that was used to validate the future land use projections in the comprehensive plan and to plan for appropriate streets to accommodate the planned growth. I represented the city in numerous regional task forces including both those in Boulder County and Denver. I prepared and presented many reports to both the planning commission and the city council.

- **Principal Planner** with Clark County, Nevada. This position was in the Long-Range Planning Division. In this position I served on a bi-state commission investigating the feasibility of constructing a high-speed (MagLev) train between Las Vegas, Nevada and Anaheim, California. I worked closely with one of the County Supervisors on this project for several years. I also was involved with the drafting of area studies for the specific sections of Clark County. Some of these areas were urbanized and many were rural. I was the lead on some of these studies and worked with teams of planners assigned to each area. My responsibilities also included representing the County on regional committees and task forces that were primarily involved with transportation issues. With the rapid growth that Las Vegas and Clark County were experiencing during the time of my employment, transportation was the Number One planning/growth related issue. I was involved with encouraging the use of alternative modes on transportation and was part of a regional team that planned a bicycle and pedestrian trail system for Clark County in the area surrounding Las Vegas.

- **Transportation Planner** with the City of Boulder, Colorado. My responsibilities included the review of all proposed development projects for the public works department, field inspections of transportation projects, preparation of the annual Capital Improvement Program, managing a capital budget, supervision of an assistant planner, serving on various local and regional task forces concerned primarily with transportation issues. I represented the City at technical committee meetings of the Denver Regional Council of Governments.

- **Transportation Planner** with Jefferson County, Colorado. My responsibilities included the review of proposed development projects and the construction plans of transportation projects. I developed a process for determining locations where abnormally high levels of accidents were occurring based on standardized set of expected accident levels for similar locations. The findings of this process were used in the preparation of an annual report called the "High Frequency Accident Locations Report" which was used to determine which locations would be selected for improvement funding the next year. I development an annual traffic count program for the County. I also represented the County on regional transportation forums.

AWARDS & CIVIC INVOLVEMENT

- 2018, Santa Fe County Transportation Impact Fee Committee
- 2019 – present, Pueblo Del Sol HOA Board Member, Santa Fe, NM
- 2016, Outstanding Employee Award for Innovation, VDOT
- 2013-2014, Election Official, Madison County, VA
- 2012, Outstanding Employee Award for Teamwork, VDOT
- 2009 - 2017, Councilman for Town of Madison, VA Town Council
- 2009, Planning Commission member, Town of Madison, VA
- 2007- 2008, Board member of the Brandy Station Foundation
- 2003, Virginia Chapter of the American Planning Association Outstanding Plan Award for the Park Center (Town Center) Development Guidelines
- 1994-1996; Chairman and member of the Whispering Meadows Home Owners Association in Lafayette, Colorado
- 1984-1987; Chairman and member of the Town of Erie, Colorado Planning Commission

VIGIL, XAVIER I.

From: VIGIL, YOLANDA Y.
Sent: Thursday, November 19, 2020 3:58 PM
To: VIGIL, XAVIER I.
Subject: FW: Interest in Planning Commission Position
Attachments: Resume of Daniel Alan Painter12-14[186].docx

X,

Please start spreadsheet for Planning Commission, print and scan letters of interest and resumes.

Thanks,
Yolanda

From:
Sent: Thursday, November 19, 2020 2:44 PM
To: VIGIL, YOLANDA Y. <yyvigil@santafenm.gov>
Subject: Interest in Planning Commission Position

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ms. Vigil – I am sending this letter so that I may be considered for a position on the City of Santa Fe Planning Commission. I had submitted a letter and my resume in the past when there were positions open on the Planning Commission about a year and a half ago but unfortunately I was not selected at that time. I have lived and been a property owner in New Mexico for approximately three years. I had lived in Colorado for thirty years and visited New Mexico often. I am well aware of issues that are important to Santa Feans as well as to the entire state of New Mexico.

As my resume shows, prior to my retirement I had been a professional community and transportation planner for over thirty-five years. I earned the title of Certified Planner through the American Institute of Certified Planners (AICP) many years ago. I have received numerous awards and have been involved with the productions of several plans that won awards from both state and national planning groups. I have also served as a planning commissioner and on a town council. As such, through my experience, I am very familiar with the responsibilities and expectations of planning commission members.

I am very interested in serving on the City of Santa Fe Planning Commission. I believe my experience and my continued interest in the planning field, as well as my ongoing involvement in local affairs, will make me a valued member of the Planning Commission. I am currently a member of the Pueblos Del Sol HOA Board. I also have served on the Santa Fe County Transportation Impact Fee Committee and have been an on-going volunteer with SWAIA for two years. I believe I have a lot to offer to the City of Santa Fe and hope to be given the opportunity to make a difference. Thank you.

Dan Painter, AICP

Sent from Mail for Windows 10

City of Santa Fe, New Mexico

memo

DATE: **January 8, 2021**

TO: **City Council**

FROM: **Mayor Alan Webber**

RE: **Appointments**

I would like to make the following appointments:

Planning Commission

Brian Gutierrez (District 1) – Reappointment – term ending 6/2022
Jessica Eaton Lawrence (District 1) – Reappointment – term ending 6/2023
Mark Hogan (District 2) – Reappointment – term ending 6/2022
Pilar Faulkner (District 3– Reappointment - term ending 6/2023
Lee Garcia (District 3) – Reappointment - term ending 6/2022
Dominic Sategna (District 4) – Reappointment - term ending 6/2022
Janet Clow (At Large) – Reappointment - term ending 6/2022
Carly Piccarello (District 2) – term ending 6/2023 (Resume attached)
Amanda Chavez District 4) – term ending 6/2023 (Resume attached)

Board of Adjustment

Gary Friedman – Reappointment – term ending 9/2024
Rachael Winston – Reappointment – term ending 9/2023
Donna Reynolds – Reappointment – term ending 9/2023
Coleen Dearing – Reappointment - term ending 9/2022
Doug Maas – Reappointment - term ending 9/2022
Grant Alexander – term ending 9/2024 (Resume attached)
Daniel Painter – term ending 9/2024 (Resume attached)

City of Santa Fe New Mexico
Memorandum

Date: January 7, 2021

To: Governing Body and City Manager

From: Elias Isaacson, AICP
Planning and Land Use Director

RE: Land Use Board Appointments

BACKGROUND AND SUMMARY:

Members of the City's land use boards and commissions are appointed by the Mayor with consent by the City Council. This memorandum recommends appointments to the City's Planning Commission and Board of Adjustment.

Planning Commission

The Planning Commission reviews and approves proposals for new development projects in the City of Santa Fe, creating the potential to have a large and long-lasting impact, as the City considers approaches to address the lack of affordable housing in the community. The Commission also makes recommendations to the Governing Body about requests for zoning changes, annexations, and amendments to the City's Land Development Code.

The Commission is composed of nine members who are qualified by training, experience, and ability to exercise sound and practical judgment on civic, social, economic, and governmental affairs. The Commission includes two members from each City Council District and one "at-large" member. Currently, there are two vacancies on the Commission, and the remaining members are serving on expired terms. As part of this appointment process, the City sought and obtained letters of interest from constituents in all Districts.

Board of Adjustment

The Board of Adjustment reviews and decides appeals of final actions of the Land Use Director and requests for special use permits and variances associated with single-family residential construction, creating the potential to have a large impact as the City continues to grow while maintaining community values and character.

The Board consists of seven members. Currently, there is one vacancy on the Board, and the remaining members are serving on expired terms. As part of this appointment process, the City sought and obtained letters of interest from City residents with professional experience in law, real estate, construction, or design.

RECOMMENDATIONS:

It is recommended that the Mayor appoint and the City Council approve the following new appointments and reappointments to the Planning Commission and Board of Adjustment.

I. Planning Commission

Under SFCC 14-2.3(D)(3), Commissioners shall serve two-year overlapping terms, maintaining the original overlap of planning commission terms. Members shall serve until their successors have been appointed and qualified. Because all terms are expired, to retain overlapping terms it is recommended that four Commissioners be appointed to 2-year terms and five Commissioners be appointed to 1-year terms, as set forth below.

A. New Members:

- Carly Piccarello (District 2): 2-Year Term (01/13/2021 to 01/13/2023)

  Carly Piccarello has a master's degree in Landscape Architecture and a graduate certificate in Historic Preservation from UNM. Carly has extensive experience developing master plans and designs for public parks and open space, with a focus on water conservation and green infrastructure. More recently Carly worked for the Meow Wolf Denver attraction, providing site planning, architectural coordination, and technical expertise to the project's team of contractors to ensure compliance with building and life safety codes. She is interested in the relationship between Santa Fe's built environment and the quality of life of its residents, and is committed to providing equitable access to parks, housing, food, and public transportation.

- Amanda Chavez (District 4): 2-Year Term (01/13/2021 to 01/13/2023)
  Amanda Chavez is the Principal of the Cesar Chavez Community School located in Tierra Contenta. Through her work at the school, Amanda has forged deep relationships with her students while implementing wellness initiatives aimed at addressing the impacts of trauma in our communities. She has a passion for our City and is committed to expanding opportunity for all Santa Feans.

B. Re-Appointment of Existing Members:

- Brian Gutierrez (District 1): 1-Year Term (01/13/2021 to 01/13/2022)
- Jessica Eaton Lawrence (District 1): 2-Year Term (01/13/2021 to 01/13/2023)
- Mark Hogan (District 2): 1-Year Term (01/13/2021 to 01/13/2022)
- Pilar Faulkner (District 3): 2-Year Term (01/13/2021 to 01/13/2023)
- Lee Garcia (District 3): 1-Year Term (01/13/2021 to 01/13/2022)
- Dominic Sategna (District 4): 1-Year Term (01/13/2021 to 01/13/2022)
- Janet Clow (At Large): 1-Year Term (01/13/2021 to 01/13/2022)

City of Santa Fe New Mexico
Memorandum

II. Board of Adjustment

Under SFCC 14-2.3(D)(3), Board Members serve three-year overlapping terms, maintaining the original overlap of Board of Adjustment terms. Members shall serve until their successors are appointed and qualified. Because all terms are expired, to retain overlapping terms it is recommended that three Members be appointed to three-year terms, two Members be appointed to two-year terms, and two Members be appointed to one-year terms, as set forth below.

A. New Members:

- Grant Alexander, Architect and Real Estate Broker: 3-Year Term (01/13/2021 to 01/13/2024)

  Grant Alexander is a Real Estate Broker with additional experience working as an architect, planner, and traffic engineer. Throughout his career, Grant has shown a deep appreciation for historic preservation, while also recognizing the importance of adapting to the changing needs of a community. Grant is committed to creating a better, stronger Santa Fe through sensible and pragmatic decision making.

- Daniel Painter, Planner (ret.): 3-Year Term (01/13/2021 to 01/13/2024)

  Dan Painter is a retired planner living in Santa Fe. Prior to retirement, Dan worked as a community and transportation planner in Colorado. He is an AICP Certified Planner, and has received numerous awards for planning efforts at the state and national level. Dan is very familiar and experienced with the responsibilities and expectations of serving on a Land Use Board, with previous experience as a Planning Commissioner and Town Councilor. Dan has served on the Santa Fe County Transportation Impact Fee Committee and is an on-going volunteer with SWAIA.

B. Re-Appointment of Existing Members:

- Gary Friedman, Attorney: 3-Year Term (01/13/2021 to 01/13/2024)
- Rachael Winston, Attorney: 2-Year Term (01/13/2021 to 01/13/2023)
- Donna Reynolds, Real Estate Broker: 2-Year Term (01/13/2021 to 01/13/2023)
- Coleen Dearing, Real Estate Broker: 1-Year Term (01/13/2021 to 01/13/2022)
- Doug Maas, Contractor: 1-Year Term (01/13/2021 to 01/13/2022)

ACTION REQUESTED:
Approve appointments as presented.

ATTACHMENTS:
Letters of Interest from new candidates.

December 18, 2020

Re: City of Santa Fe Planning Commission

To the Selection Committee:

I am writing to express my interest in serving as a member of the City of Santa Fe's Planning Commission. I believe my unique combination of professional experiences and education in planning and public participation processes would greatly benefit the City of Santa Fe. With training in landscape architecture, planning and historic preservation, I bring a practical perspective and approach that values equitable access to parks, housing, transportation and food without undue burden.

I have a master's degree in Landscape Architecture from the University of New Mexico with a graduate certificate in Historic Preservation. As a designer for Surroundings landscape architecture firm, I have gained experience creating designs for public parks and open space plans in New Mexico and Texas with accessibility and water conservation as primary goals. I worked on master plans and written reports including a green infrastructure/low impact development master plan for Los Alamos National Labs. Working as part of a small team, I supported many efforts to capture public and stakeholder input.

For the Meow Wolf Denver attraction I provided site planning, architectural coordination, and technical expertise to the building's team of contractors in order to ensure code compliance of sculptures and that building systems support the exhibits. I also provided construction management with interactive exhibits up to 37' tall and with the renovation of Meow Wolf facilities in Santa Fe.

In addition to helping improve parks, open spaces, and create imaginative exhibits, I am also interested in how Santa Fe's built environment supports all of its residents. I feel a responsibility to put my experience, knowledge, and energy to use for the benefit of the communities of this city. I would greatly appreciate an opportunity to speak about my interest and qualifications to serve on the Planning Commission. I look forward to hearing from you and please let me know if you have any questions.

Sincerely,

Carly M. Piccarello

carly piccarello CV

awards

TX ASLA Design Excellence Award for Murchison Park

Jeff Harner Award 2018 for Unbuilt Design in Landscape Architecture for Murchison Park

Univ. of New Mexico Olmsted Nominee 2015

Between Spaces Design Competition 2014: 1st place

Warsaw International Memorial Design Competition: Honorable Mention

Univ. of Oregon Graduate Teaching Fellowship

Univ. of Tennessee Chancellor Citation Scholar Athlete Award Outstanding Graduate

education

Master of Landscape Arch, Univ. of New Mexico 2015 (with Distinction)

HPR, Univ. of New Mexico, Historic Preservation + Regionalism Graduate Certificate 2015

Master of Fine Arts, Univ. of Oregon 2010

BFA, Univ. of Tennessee, (summa cum laude) 2007

contact

professional experience

Meow Wolf, Exhibition Design Manager, Santa Fe, 2017-2020
exhibit, structural + site design, 3D design, risk assessment, code compliance management, exhibition permit coordination, themed environment design, management of drawing set for contractor coordination + contract reviews

Surroundings Studio, Landscape Designer, Santa Fe, 2016-17 (18 months)
GIS mapping, site analysis, project management, contract review, proposal writing + review, cost estimating, + design of master + site plans for historic + non-historic sites

NPS Acting Intermountain Regional Historic Structures Coordinator, 2015-16
site recordation, GIS mapping, historical research + analysis, management of field documentation + technicians, writing applications for National Register Nominations determinations, conducting cultural landscape + historic structure trainings

Virtual New Mexico Project Video + Web Designer, 2015
mapping, historical research + analysis, creation of infographics for video

UNM Landscape Arch. Web + Graphic Coordinator, 2014-15
management of program website + created an interactive map diagramming the historically used plant types of the Monte Vista Neighborhood in Albuquerque http://www.arcgis.com/apps/MapJournal/index.html?appid=887c805ec759477589b8d4f990b25015

National Park Service Historic Structures Field Technician, Zion NP, Utah, 2014
National Park Service Historic Structures Field Technician, Grand Canyon NP, AZ, 2013
wrote historic + prehistoric structure conditions assessments + reports, recorded GIS data, provided updated historical context information + research for each of the 96 structures inventoried

NM Main Street Program's Digital Database Creator for Historic Photographs, 2013

Bernalillo County Public Art Program Assistant, 2013

Research Assistant, UNM, 2012

Forest Guild Field Technician Santa Fe, NM, 2012
ecological monitoring + common stand exams for forest thinning in Zuni Mountains

Instructor: Drawing, Digital + Analog Photography Classes, Univ. of Oregon, 2009-2010

programs

AutoCAD
ESRI ArcMap
Adobe Creative Suite
VectorWorks
Sketch-Up
ESRI Storymaps
DroneDeploy
Autodesk Civil 3D
Rhino
Revit
Final Cut Video
Aftereffects
Premiere
iMovie
MS Office

references

Anthony Guida
Fmr. Director of Design Department, Meow Wolf
arguidaarch@gmail.com

Katya Crawford
Professor of Landscape Architecture, UNM
katyac@unm.edu

selected professional experience

Mission 66 research + analysis for Multiple Properties Documentation Form:
This context document established a basis of historical research + guidance for all subsequent Mission 66 Era (Park Service Modeern) National Register Nominations to be submitted. Role: Researcher, Fact checker + Editor

Los Alamos National Laboratories Green Infrastructure/Low Impact Development Master Plan:
Site Analyst, Cartographer, Graphic Designer, Construction Detailer, Project Assistant, Manual Editor

Robert Oppenheimer + Hans Bethe Historic Landscape Master Plan: Site Analyst, Researcher, Designer + PM

New Mexico School for the Arts Master Plan + Phase 1 CDs: Site Analyst, Drone Photographer, Designer + PM

Museum Hill Master Plan Pre-Design + Analysis: Site Analyst + GIS Mapping, Researcher, Drone Photographer

Grand Canyon NP Historic Structures Conditions Assessments for 2013: Field Recordation, Researcher, Writer

Zion NP Historic Structures Conditions Assessments for 2014: Field Recordation, Researcher, Writer

Murchison Park Overlook Revisioning: Site Analyst, Designer, Project Manager + Cost Estimator

Santa Fe County Madrid, Lamy + Ortiz Open Space Plan: Created Maps, Site Analysis + Hosted Public Meetings

Trainings Conducted:
Cultural Landscape Training for Glacier NP employees + guest employees from surrounding regional NPs
Historic Structure Assessment + Documentation Training

Trainings Attended:
Native American Graves Protection and Repatriation Act (NAGPRA)
Archaeological Resources Protection Act (ARPA)
Facilities Management Software System (FMSS)
NEPA Environmental Assessment Training
NHPA Section 106 Training

National Register Nomination Applications:
Curecanti National Recreation Area's Elk Creek Visitor Center: Researcher/Author
Organ Pipe Cactus National Monument Visitor Center: Researcher/Author
Painted Desert Chindi Campground: Researcher/Author
Chaco Canyon Mission 66 Residences: Researcher/Author

publications

2016 NPS Mission 66 Resources Multiple Properties Documentation Form, Editor

2015 Seeing Red, Locating the Invisible: Landscape + Water Literacy in the Mountain View Community, UNM Master of Landscape Architecture Professional Project Report, Author

2014 Haddenham Cabin Historic Structure Report for Fossil Butte National Monument, Co-Author + Editor

2010 Language and the Library, UO Master of Fine Arts Terminal Project Report, Author

design philosophy

Design should build from the past to address issues of identity, health, and well being for all impacted, particularly those who are under-served.

Great designs do this by creating philosophical spaces in the physical world; those that catalyze an experience intended to stir the mind and encourage conversation.

Letter of Interest

December 1, 2020

To Whom it May Concern:

Hello my name is Amanda Chavez, I am the principal at César Chávez Elementary School. Our school has just transitioned to becoming a Community School. We were chosen by our district based on the community and wellness initiatives already present at our school. Since we transitioned to a Community School in the fall of 2019, we have made great gains with our community in regards of outreach and addressing community needs.

My interest was sparked when I learned of these vacant seats at a city level because I feel like I have the knowledge to keep decision making focused on what is best for our community. I have experience in trauma informed practices, and the wellness initiatives that have positive impact on the community. I have also established relationships with community members and essential community partners, as we have formed these through our community school work.

My passion is to better our city and our state for our community members. My interest comes from expanding my work to have impact on a greater number of individuals in our beautiful state of New Mexico.

I appreciate your time and consideration.

Amanda Chavez

Principal

César Chávez Elementary School

Amanda C. Chavez

Objective

I currently am a school principal at César Chávez Elementary School, and we have currently transitioned to become a community school. My passion is community, understanding community trauma, and promoting community wellness. Our efforts at our school have been focused on trauma informed practices, need assessments, and responding appropriately through wellness and community initiatives. I feel like holding a seat at a city level I can offer knowledge that will support decision making keeping the community at the center of every decision.

Leadership Experience Summary

Spring 2014-Fall 2015 Administrative Internship:

Tony Hillerman Middle School, Albuquerque, NM, January-May

Gonzalez Community School, Santa Fe, NM, May-July

Amy Biehl Community School, Santa Fe, NM, July- October

Fall 2014-Spring 2015 8th Grade Team Leader at Tony Hillerman Middle School, Albuquerque, NM

Fall 2009-Spring 2015 After School Program Head/Elementary Middle School Initiative Coordinator at Tony Hillerman Middle School, Albuquerque, NM

- EMSI was the after school program at Tony Hillerman Middle School. As the Coordinator, responsibilities included submitting a proposal, budgeting, staffing, scheduling, payroll, and managing of staff, students, and the school facility after hours

Amy Biehl Community School Santa Fe, NM-Fall of 2015-Spring of 2017

- SPED Contact Teacher: Support SPED Teacher, managed IEP/REED due dates, facilitated IEP meetings, contacted parents

- 21st Century Site Coordinator: Managed 21st Century Learning Program for Amy Biehl Community School

Cesar Chavez Elementary School-Fall of 2017-Spring of 2018

- Assistant Principal: Evaluate and coach staff, manage grant writing/spending, budget management, student discipline, testing coordination, data analysis, scheduling, community event coordination, facilitate committees, addressed and supported student needs based on student wellness, communicate with parents, and more.

Cesar Chavez Elementary School-Fall of 2018-Present

- Principal: Evaluate, coach, and mentor staff, manage grant proposal/writing/spending, budget management, staff discipline, student discipline, data analysis, scheduling, community event coordination, facilitation of committees/meetings, designing professional development, student wellness, communicate with parents, fostering family engagement, and community involvement, and more. Transitioned the school to become a community school focused on trauma informed practices, wellness initiatives, and supporting community progress.

Work Experience

Administrative Experience - 2007-2015

- Fall 2018-Present: Principal at Cesar Chavez Elementary School, Santa Fe NM
- Fall 2017-Spring 2018: Assistant Principal at Cesar Chavez Elementary School, Santa Fe NM
- Fall 2016: SPED Contact Teacher at Amy Biehl Community School, Santa Fe NM
- Fall 2016: 21st Century Site Coordinator at Amy Biehl Community School, Santa Fe NM

Middle School - 2007-2015

- Fall 2014-Spring 2015; Taught 8th grade math inclusion, Tony Hillerman Middle School, Albuquerque NM
- Fall 2012-Spring 2014; Taught 8th grade math inclusion and 7th/8th grade math strategies, Tony Hillerman Middle School, Albuquerque NM
- Fall 2011-Spring 2012; Taught 8th grade math inclusion, Tony Hillerman Middle School, Albuquerque NM
- Fall 2010-Spring 2011; Taught 8th grade math special education and 6th grade reading special education, Tony Hillerman Middle School, Albuquerque NM
- Fall 2009-Spring 2010; Taught 8th grade math special education, Tony Hillerman Middle School, Albuquerque NM
- Fall 2008-Spring 2009; Taught 6th grade math inclusion at James Monroe Middle School, Albuquerque NM
- Fall 2007-Spring 2008; Taught 8th grade math inclusion at Jimmy Carter Middle School, Albuquerque NM

Elementary School - 2015-2017

- Fall 2015-Spring 2017; Taught 3rd/4th/5th/6th grade special education at Amy Biehl Elementary School

Education

2003-High school diploma from Santa Fe High School

August 2003-May 2007 University of New Mexico, Albuquerque, New Mexico Bachelor Degree in Elementary Education K-8 and Special Education K-12 Minor in Mathematics

January 2014-October 2015 Grand Canyon University, Phoenix, Arizona: Masters in Educational Administration

Credentials

- Masters Degree in Educational Administration-Certified New Mexico Administrators License
- Bachelors Degree in Elementary Education k-8-Certified New Mexico Teaching License in Elementary Education k-8
- Bachelors Degree in Special Education k-12– Certified New Mexico Teaching License in Special Education K-12
- Minor in Mathematics-Certified teaching endorsement in mathematics
- Elementary Middle School Initiative (EMSI) Coordinator at Tony Hillerman Middle School, Albuquerque NM
- SPED Contact Teacher at Amy Biehl Community School, Santa Fe NM
- 21st Century Site Coordinator at Amy Biehl Community School, Santa Fe NM

Volunteer Experience

School Event Coordinator, Tony Hillerman Middle School, August 2012-May 2015

- Coordinated all school dances and community events
- Managed fundraising for school student events

Coordinating Award Assemblies, Amy Biehl Community School, Fall 2016-Present

Team member of Instructional Leader Team, Fall 2016-Present

Team member of Operations Leader Team, Fall 2016-Present

Lead in Community School Initiative, César Chávez Elementary School, Fall 2018-Present

Other Recent Related Training

CPI Certified

Exceptional Individual Training (5 day):

- Areas of focus: Student Diversity, Law in Education, Co-teaching, Wilson Reading, Writing IEP's, Tienet, and Behavior

References

Renee Garcia, Principal at Tony Hillerman Middle School Cell:

Carlos Lee. Principal at Cesar Chavez Elementary School Cell:

Deanna Ocampo-Moore, Principal at Amy Biehl Community School

Debbie Real, Associate Superintendent for Instruction & School Support, Santa Fe Public Schools

Linda Sink, Deputy Superintendent, Santa Fe Public Schools

GRANT ALEXANDER

PROVEN SKILLS
Architectural Designer
Real Estate Broker
Transportation Planner

Principal — Santa Fe, New Mexico
Wide Angle Curve Design 2016 - Present
- Architectural design for projects of all scale and type.
- Recent projects include residential new construction, guest homes and remodels, a commercial co-work space and 20 unit condo redevelopment.

Junior Architect — Santa Fe, New Mexico
Trey Jordan Architecture, LLC 2017 - Present
- Project management. Revit drafting modelling, drafting + design.

Real Estate Broker — Santa Fe, New Mexico
Barker Real Estate, 2016 - Present
- Experience with residential and commercial real estate including premium homes, large ranches, office space, downtown condos, rural properties and everything in between.

Project Manager — New York, New York
Office AO Architecture, 2013 - 2017
- Lead designer + project manager on commercial + retail projects --from 10 mall fit-out for H&M to a $10M corporate headquarter—taking projects from first sketch to final punch list.
- Provided all construction administration. Bringing projects in,on time + on budget.

Intern Architect — New York, New York
Meridian Design Associates, 2012-2013
- Construction documents, marketing material overhaul, and RFP + Submittal responses.

Design Associate — San Francisco, California
Public Architecture, 2010
- Awarded a prestigious research + design internship

Transportation Planner and Traffic Engineer — Framingham, Massachusetts
Tetra Tech Inc, 2005-2008
- Writing technical reports, interfacing with municipalities and presenting results to the public.
- Quantitative and GIS analysis for transit-oriented developments, EIS's + big box retail.

Urban Planner — Portland, Oregon
Cogan Owens Cogan, 2005
- Edited reports + managed public meetings

Master of Architecture — Albuquerque, New Mexico
University of New Mexico, 2011
- Director's Research Grant, Dean Assistantship, SRAC Grant, RPG Grant, Keller Memorial Travel Scholarship

Master of Geography — London, England
King's College London, 2004
- Concentration: Environment, Politics and Globalization

Bachelor of History — Gambier, Ohio
Kenyon College, 2002

Letter of Interest: Board of Adjustment

To whom it may concern:

Santa Fe New Mexico is poised at an inflection point. Good governance, rooted in informed decision-making based on statistical facts and reasonableness, is what Santa Fe needs in 2021 to move forward. Having worked as an Architect, Urban Planner, Traffic Engineer and Real Estate Broker, I am uniquely well suited for determining how to reasonably assess the business of the Board of Adjustment.

Moving forward does not mean change for change sake. Santa Fe has a social, architectural and community history that needs to be preserved and treasured. My experience as an Urban Planner help teach me the value of preservation. However, Santa Fe is a living city, and needs to be able to adapt to changing circumstances. I have learned this first hand in my experience as an architect and broker.

I am excited for the opportunity to work with, and for, my community on the Board of Adjustment; creating a better, stronger Santa Fe through sensible, educated decision making.

Thank you,



Grant Alexander

Resume of Daniel Alan Painter AICP

EDUCATION:
University of Colorado, B.A. in Liberal Arts (Geography major) 1983
University of Colorado, M.A. in Urban and Regional Planning 1989
City of Longmont Supervisor Training Certificate
ARCInfo Training - Sections 1 & 2
ARCView GIS Training – Sections 1 & 2
ARCGis – Sections 1 & 2
Numerous other training classes, seminars, webinars and conference sessions related to land use planning, transportation, computer programs and other professional improvement subjects

AFFILIATIONS:
Member of American Planning Association (APA)
Member of American Institute of Certified Planners (AICP)
Virginia Chapter of the American Planning Association, Vice-President of Sections (2008 to 2011)

EXPERIENCE:

- January 2011 to April 2017 (Retired); District Planning Manager with Virginia Department of Transportation, Culpeper, Virginia
- July 2008 to December 2009; Senior Planner/Project Manager with ATCS, PLC, Dulles, Virginia
- July 2005 to July 2008; Senior Planner/Project Manager with Dewberry and Davis, Inc., Culpeper & Fairfax, Virginia
- January 2001 to July 2005; Planning Director with the City of Manassas Park, Virginia
- September 1999 to January 2001; Transportation Planner with the City of Charlottesville, Virginia
- June 1994 to September 1999; Planner III/Transportation Planner with the City of Longmont, Colorado
- January 1990 to June 1994; Principal Planner with Clark County, Nevada
- April 1985 to January 1990; Transportation Planner with the City of Boulder, Colorado
- June 1983 to April 1985; Transportation Planner with Jefferson County, Colorado

RESPONSIBILITIES:

- **District Planning Manager** with Virginia Department of Transportation (VDOT) located in the Culpeper District office. I supervise one employee who is a district planner. I am responsible for providing support to the Charlottesville-Albemarle MPO and the National Capital Region Transportation Planning Board (MPO) as well as the Thomas Jefferson Planning District Commission and the Rappahannock Rapidan Regional Planning District Commission. Other responsibilities include reviewing Transportation Impact Analyses (TIA) and project plans for development proposals that are submitted to the jurisdictions within the Culpeper District; reviewing and issuing comments on proposed Virginia Outdoors Foundation easements; compiling priority lists of future district road projects – these lists are used in preparation of the Six-Year Improvement Program; preparation and maintenance of the planning division's budget and other related budgets; represent VDOT at meetings with local elected officials and jurisdictional staffs and citizens; serve as District's Bicycle and Pedestrian Coordinator; and preparing preliminary designs for potential roadway projects. I was a recipient of an Outstanding Employee Award for Teamwork in 2012 for working with a group of VDOT employees on drafting and implementing the Chapter 870 (legislation pertaining to secondary street acceptance, access management, land use permits and traffic impact analysis).

- **Senior Project Manager** with ATCS, PLC. I was the senior project manager for the transportation planning division of the ATCS in their Sterling, VA office. I supervised the work of as many as six planners and engineers working on a variety of projects. My responsibilities included preparing the Transportation Management Plan (TMP) for the I-95/I-395 HOT Lanes Project which is one of the Virginia Department of Transportation (VDOT) Northern Virginia Megaprojects that ATCS managed. I also managed the review of the TMPs for all Base Realignment and Consolidation (BRAC) projects which were also VDOT Megaprojects. I supervised the tracking of all charges on the $8.0 million Traffic Operation and Management Plan section of the Annual Work Program for the VA Megaprojects. My responsibilities also included preparing proposals for other pursuits and managing several other transportation projects which included the West Nursery Road Corridor Study for Anne Arundel County, Maryland and the East Street Pedestrian Crossing Project for Frederick, Maryland.

- **Senior Planner/ Project Manager** with Dewberry and Davis, Inc. I was the lead planner and directed the planning related services that our office offered to our clients in Culpeper County, VA. I managed rezonings, an amendment to a comprehensive plan and subdivisions through the entire preparation, review and approval processes. I designed: a project with 250-residential lot, 800,000 SF of commercial uses and a 12-acre school site; a 5-acre parcel with two hotels; a 167-acre site with approximately 550 townhouse units; and a 320-unit single-family detached subdivision. I direct the work of up to five planners, engineers and engineering technicians when working on a project.

As senior planner I was involved with marketing efforts and prepared proposals in response to Requests for Proposals. I met with potential clients to discuss their projects and our services and how we would undertake the processing and securing approval for their projects. I prepared and tracked the budgets for all planning projects. I monitored the amount of time that employees spent on projects and delegated work assignments.

Dewberry is under contract with Federal Emergency Management Agency (FEMA) to assist them when there are major catastrophes. I volunteered for a three-month assignment in late 2005, in Louisiana, and was assigned to the Public Assistance (PA) program. This assignment involved working with local governmental agencies by documenting and assessing damage caused by Hurricane Katrina. For this assignment I completed several FEMA classes including FEMA Operations I & II. My last assignment with Dewberry was in the Hazard Engineering Department. As a project manager, I supervised the processes of converting existing FEMA Flood Insurance Rate Maps (FIRMs) into digital format (DFIRMs).

- **Planning Director** with Manassas Park, Virginia. My responsibilities included the processing of all land development applications including comprehensive plan amendments, rezonings, subdivisions, site plans, and erosion and sediment control plans and coordinate the activities of the development review team. I was responsible for promoting the economic development of the city. I managed the development of a mixed-use town center project that was developed property owned by the City. This included the preparation of a development guide for the project by leading a committee of elected and appointed officials and residents of the city. The Park Center Development Guideline was recognized by the Virginia Chapter of the American Planning Association and awarded the 2003 Outstanding Plan Award at that organizations annual conference.

  I led the Planning Commission through a year and a half long process to rewrite the City's Comprehensive Plan. I drafted numerous revisions to the City's Zoning Ordinance. I led the work on preparing a citywide trail plan with assistance from the Park and Recreation Department. I implemented a Geographic Information System (GIS) and managed a consultant contract for the development of the database. I was responsible for the preparation of the annual Capital Improvements Program (CIP) and presenting it to the Planning Commission and the Governing Body. I staffed the Planning Commission meetings, prepared their packets and presented agenda items to them. I represented the City on numerous regional committees and planning groups.

  I supervised one zoning inspector and several consultants groups that performed work for the City. I worked closely with the City's Building Inspection Department and Public Works Department.

- **Transportation Planner** with the City of Charlottesville, Virginia. This was a senior planner position in the Neighborhood Development Services and combined the positions of planner, transportation planner and traffic engineer. My most notable accomplishment at this position was the planning, design and construction management of a traffic-calming project on Park Street, a critical access route through a historic area into the downtown district. This project included a series of six (6) neckdowns or chokers that effectively reduced the speed of vehicles traveling along this heavily traveled route.

  My other responsibilities included the review of development proposals, working with neighborhood groups to plan and design traffic calming measures that would be effective in their neighborhoods, being a member of a task force of senior city employees tasked with examining infrastructure issues and developing approaches for addressing them. I coordinated with the University of Virginia's Architect and his staff on transportation issued that impacted the roads around and through the University grounds.

- **Planner III/Transportation Planner** with the City of Longmont, Colorado. Longmont was experiencing very rapid growth during the time I was employed there. I was in a senior planner position and was responsible for managing many annexations, rezonings, site plan reviews, special use reviews and other development related projects. I also functioned as the city's transportation planner and reviewed all development projects, including those that were managed by other staff planners. I implemented a regional transportation demand model called MINUTP that was used to validate the future land use projections in the comprehensive plan and to plan for appropriate streets to accommodate the planned growth. I represented the city in numerous regional task forces including both those in Boulder County and Denver. I prepared and presented many reports to both the planning commission and the city council.

- **Principal Planner** with Clark County, Nevada. This position was in the Long-Range Planning Division. In this position I served on a bi-state commission investigating the feasibility of constructing a high-speed (MagLev) train between Las Vegas, Nevada and Anaheim, California. I worked closely with one of the County Supervisors on this project for several years. I also was involved with the drafting of area studies for the specific sections of Clark County. Some of these areas were urbanized and many were rural. I was the lead on some of these studies and worked with teams of planners assigned to each area. My responsibilities also included representing the County on regional committees and task forces that were primarily involved with transportation issues. With the rapid growth that Las Vegas and Clark County were experiencing during the time of my employment, transportation was the Number One planning/growth related issue. I was involved with encouraging the use of alternative modes on transportation and was part of a regional team that planned a bicycle and pedestrian trail system for Clark County in the area surrounding Las Vegas.

- **Transportation Planner** with the City of Boulder, Colorado. My responsibilities included the review of all proposed development projects for the public works department, field inspections of transportation projects, preparation of the annual Capital Improvement Program, managing a capital budget, supervision of an assistant planner, serving on various local and regional task forces concerned primarily with transportation issues. I represented the City at technical committee meetings of the Denver Regional Council of Governments.

- **Transportation Planner** with Jefferson County, Colorado. My responsibilities included the review of proposed development projects and the construction plans of transportation projects. I developed a process for determining locations where abnormally high levels of accidents were occurring based on standardized set of expected accident levels for similar locations. The findings of this process were used in the preparation of an annual report called the "High Frequency Accident Locations Report" which was used to determine which locations would be selected for improvement funding the next year. I development an annual traffic count program for the County. I also represented the County on regional transportation forums.

AWARDS & CIVIC INVOLVEMENT

- 2018, Santa Fe County Transportation Impact Fee Committee
- 2019 – present, Pueblo Del Sol HOA Board Member, Santa Fe, NM
- 2016, Outstanding Employee Award for Innovation, VDOT
- 2013-2014, Election Official, Madison County, VA
- 2012, Outstanding Employee Award for Teamwork, VDOT
- 2009 - 2017, Councilman for Town of Madison, VA Town Council
- 2009, Planning Commission member, Town of Madison, VA
- 2007- 2008, Board member of the Brandy Station Foundation
- 2003, Virginia Chapter of the American Planning Association Outstanding Plan Award for the Park Center (Town Center) Development Guidelines
- 1994-1996; Chairman and member of the Whispering Meadows Home Owners Association in Lafayette, Colorado
- 1984-1987; Chairman and member of the Town of Erie, Colorado Planning Commission

VIGIL, XAVIER I.

From: VIGIL, YOLANDA Y.
Sent: Thursday, November 19, 2020 3:58 PM
To: VIGIL, XAVIER I.
Subject: FW: Interest in Planning Commission Position
Attachments: Resume of Daniel Alan Painter12-14[186].docx

X,

Please start spreadsheet for Planning Commission, print and scan letters of interest and resumes.

Thanks,
Yolanda

From:
Sent: Thursday, November 19, 2020 2:44 PM
To: VIGIL, YOLANDA Y. <yyvigil@santafenm.gov>
Subject: Interest in Planning Commission Position

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ms. Vigil – I am sending this letter so that I may be considered for a position on the City of Santa Fe Planning Commission. I had submitted a letter and my resume in the past when there were positions open on the Planning Commission about a year and a half ago but unfortunately I was not selected at that time. I have lived and been a property owner in New Mexico for approximately three years. I had lived in Colorado for thirty years and visited New Mexico often. I am well aware of issues that are important to Santa Feans as well as to the entire state of New Mexico.

As my resume shows, prior to my retirement I had been a professional community and transportation planner for over thirty-five years. I earned the title of Certified Planner through the American Institute of Certified Planners (AICP) many years ago. I have received numerous awards and have been involved with the productions of several plans that won awards from both state and national planning groups. I have also served as a planning commissioner and on a town council. As such, through my experience, I am very familiar with the responsibilities and expectations of planning commission members.

I am very interested in serving on the City of Santa Fe Planning Commission. I believe my experience and my continued interest in the planning field, as well as my ongoing involvement in local affairs, will make me a valued member of the Planning Commission. I am currently a member of the Pueblos Del Sol HOA Board. I also have served on the Santa Fe County Transportation Impact Fee Committee and have been an on-going volunteer with SWAIA for two years. I believe I have a lot to offer to the City of Santa Fe and hope to be given the opportunity to make a difference. Thank you.

Dan Painter, AICP

Sent from Mail for Windows 10

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/30/20
FOR CITY COUNCIL MEETING OF 12/09/20

l) Consideration of Bill No. 2020-__: An Ordinance Amending Section 16-15.2 SFCC 1987 to Remove the Possibility of Imprisonment for the Conviction of a Violation of the Section. (Councilors Rivera and Cassutt-Sanchez) (Kyle Hibner, City Prosecutor, kjhibner@santafenm.gov, 955-5195)

Committee	**Review:**
Finance Committee:	11/30/20
Quality of Life Committee:	12/2/20
Governing Body (request to publish):	12/9/20
Governing Body (public hearing):	1/13/21

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: November 6, 2020

To: Quality of Life Committee, Finance Committee, Governing Body

Via: Erin K. McSherry, City Attorney EM

From: Kyle Hibner, City Prosecutor KH

RE: Drug Paraphernalia Amendments

ITEM AND ISSUE:

The Bill amends Section 16-15.2(C) to reclassify the possession, delivery, or manufactures of drug paraphernalia from a petty misdemeanor to a penalty assessment.

BACKGROUND AND SUMMARY:

The Bill removes the criminal petty misdemeanor classification for violations of Section 16-15.2(C) and instead requires a penalty assessment of $50. The removal of the petty misdemeanor classification removes the threat of having a drug paraphernalia conviction on an offender's record, potentially leading to future employment difficulties.

ACTION REQUESTED:

Approve the Bill as presented.

ATTACHMENTS:

Bill
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2020-35

INTRODUCED BY:

Councilor Chris Rivera

Councilor Jamie Cassutt-Sanchez

Councilor Renee Villarreal

Councilor Michael J. Garcia

AN ORDINANCE

AMENDING SECTION 16-15.2 SFCC 1987 TO REMOVE THE POSSIBLITY OF IMPRISONMENT FOR THE CONVICTION OF A VIOLATION OF THE SECTION.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Section 16-15.2 of SFCC 1987 (being Ord. No. 2005-7, § 3, as amended) is amended to read:

16-15.2 Possession, delivery or manufacture of drug paraphernalia prohibited; exceptions.

A. It is unlawful for a person to use or possess with intent to use drug paraphernalia to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale or otherwise introduce into the human body a controlled substance in violation of the Controlled Substances Act. The provisions of this subsection do not apply to a person who is in possession of hypodermic syringes or needles at the time he is directly and immediately engaged in a harm reduction program, as provided in the Harm Reduction Act or to a person who is in possession of drug paraphernalia intended for marijuana use.

underscored material = new [~~bracketed material~~] = delete

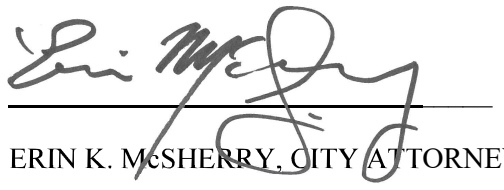
B. It is unlawful for a person to deliver, possess with intent to deliver or manufacture with the intent to deliver drug paraphernalia with knowledge, or under circumstances where one reasonably should know, that it will be used to plant, propagate, cultivate, grow, harm, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale or otherwise introduce in the human body a controlled substance in violation of the Controlled Substances Act. The provisions of this subsection do not apply to:

(1) Department of health employees or their designees while they are directly and immediately engaged in activities related to the harm reduction program authorized by the Harm Reduction Act; or

(2) The sale or distribution of hypodermic syringes and needles by pharmacists licensed pursuant to the Pharmacy Act.

C. A person who violates this section with respect to paragraph A of this subsection [~~is guilty of a petty misdemeanor and upon conviction~~] shall be punished by a fine of [~~not less than~~] fifty dollars ($50.00) [~~nor more than one hundred dollars ($100.00) or by imprisonment for a definite term of ninety (90) days, or both~~]. A person who violates this section with respect to paragraph B of this subsection is guilty of a petty misdemeanor.

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

FIR No. 3246

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): Drug Paraphernalia Amendments

Sponsor(s): Councilor Rivera

Reviewing Department(s): City Attorney's Office

Staff Completing FIR: Kyle Hibner Date: 10/15/20 Phone: 955-5195

Reviewed by City Attorney: _____ Date: Nov 6, 2020

Reviewed by Finance Director: _____ Date: Nov 9, 2020

Summary:
The Bill amends Section 16-15.2 to remove the classification of possession, delivery, or manufacture of drug paraphernalia as a petty misdemeanor and sets the penalty assessment at $50. The changes to this Section align with State statute, NMSA 1978, Section 30-31-25.1.

Departments Affected:
Police Department, Municipal Court, City Attorney's Office.

Consequences of Not Enacting Legislation:
Violators of this Section would still face possible jail time, and City Code would differ from State Statute.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None identified. The changes in the Bill align City Code with State Statute (NMSA 1978, Section 30-31-25.1)

Performance and Administrative Implications:
The Bill would make a charge an officer prosecution, reducing the caseload for the City Prosecutor. Officers could potentially have more work because they would take responsibility for prosecuting the case. There would be no possibility of jail time, altering how the court would sentence offenders. Offenders would not be eligible for the public defender based on this charge alone, so the change may affect the caseload for the public defender as well.

Fiscal Implications:
Between 2018 and 2019 there were 127 citations for "possession, delivery, or manufacture of drug paraphernalia," totaling 1,928 in assessed fines, averaging $15 per citation. Often defendants were given a suspended sentence with no fine. The Bill sets the fine at $50, rather than the current range of $50-$100. Because the classification as a petty misdemeanor is being removed, the Municipal Judge is more likely to assess the full amount of the fine. The calculated difference between current penalty assessments and the proposed assessments is $2211 per year, assuming the full $50 is assessed.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

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

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

Expenditure Narrative:

Revenue

Revenue Type	FYE 21	FYE 22	FYE 23	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$2211	$2211	$2211	R	
Total	$2211	$2211	$2211		

Revenue Narrative:

Adoption of the Bill is expected to increase penalty assessment revenue by approximately $2211 per year.

Signature: 

Email: kjhibner@santafenm.gov

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/16/20
FOR CITY COUNCIL MEETING OF 12/09/20

Consideration of Resolution 2020-____. A Resolution Hosting Community Conversations and Establishing a Special City Committee On Cultures, Histories, Art, Reconciliation, And Truth. (Mayor Webber and Councilors Garcia, Villareal, Cassutt-Sanchez, Vigil Coppler, Romero-Wirth, and Lindell) (Kristine Mihelcic, Constituent and Council Services Director, kmmihelcic@santafenm.gov, 955-6846)

Committee	**Review:**
Public Works and Utilities Committee:	10/26/2020
Quality of Life Committee:	11/4/2020
Public Works and Utilities Committee:	11/9/20
Special Finance Committee:	11/16/2020
Governing Body: 12/9/20	

FINANCE COMMITTEE ACTION:
Forward to GB 12/09/2020 without Recommendation

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS
With Direction of Jesse Guillen, Agreed upon changes to be added in Separate Amendment

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

9-19-20

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 11/09/2020

ISSUE NO. 8E

Consideration of Resolution 2020- . A Resolution Hosting Community Conversations and Establishing a Special City Committee On Cultures, Histories, Art, Reconciliation, And Truth. (Mayor Webber and Councilors Garcia, Villareal, Cassutt-Sanchez, Vigil Coppler, Romero-Wirth, and Lindell) (Kristine Mihelcic, Constituent and Council Services Director, kmmihelcic@santafenm.gov, 955-6846)

Committee Review:
Public Works and Utilities Committee: 10/26/2020
Quality of Life Committe: 11/4/2020
Public Works and Utilities Committee: 11/9/20
Special Finance Committee: 11/16/2020 Special
Governing Body Meeting: 11/18/20

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Vigil Copper for discussion. Approved as amended to forward to 11/16/2020 Special 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 QUALITY OF LIFE COMMITTEE MEETING OF 11/04/2020
FOR CITY COUNCIL MEETING OF 11/18/2020

ISSUE:

Consideration of Resolution 2020-____. A Resolution Hosting Community Conversations and Establishing a Special City Committee On Cultures, Histories, Art, Reconciliation, And Truth. (Mayor Webber and Councilors Garcia, Villareal, Cassutt-Sanchez, Vigil Coppler, Romero-Wirth, and Lindell) (Kristine Mihelcic, Constituent and Council Services Director, kmmihelcic@santafenm.gov, 955-6846)

Committee Review:
Public Works and Utilities Committee: 10/26/2020
Quality of Life Committee: 11/4/2020
Public Works and Utilities Committee: 11/9/20
Special Finance Committee: 11/16/2020
Special Governing Body Meeting: 11/18/20

QUALITY OF LIFE COMMITTEE ACTION: The Committee voted to move the resolution forward with no recommendation on discussion. Councilors Villarreal and Cassutt-Sanchez removed this item from the consent agenda to the discussion agenda.

SPECIAL CONDITIONS OR AMENDMENTS:
Rivera, Garcia, Vigil Coppler's Amendment: Motion to move the amendment forward with no recommendation passed on the following vote:
For: unanimous

Mayor Alan Webber's Amendment: Motion to deny the amendment failed on the following vote:
For: Councilor Villarreal, Councilor Garcia
Against: Councilor Romero-Wirth, Councilor Cassutt-Sanchez, Councilor Rivera

The Committee took no action on Councilor Abeyta's two proposed amendments.

SEND TO:
Public Works and Utilities Committee; Finance Committee; 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 PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 10/26/2020
ISSUE NO. 9G Consideration of Resolution 2020-____. A Resolution Hosting Community Conversations and Establishing a Special City Committee On Cultures, Histories, Art, Reconciliation, And Truth. (Mayor Webber and Councilors Garcia, Villareal, Cassutt-Sanchez, Vigil Coppler, Romero-Wirth, and Lindell) (Kristine Mihelcic, Constituent and Council Services Director, kmmihelcic@santafenm.gov, 955-6846) **Committee Review:** Public Works and Utilities Committee: 10/26/2020 Quality of Life: 11/4/2020 Public Works and Utilities Committee: 11/9/20 Special Finance Committee: 11/16/2020 Special Governing Body Meeting: 11/18/20
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved to Postpone till 11/09/2020 PWPU 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

RESOLUTION NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

Councilor Michael J. Garcia	Councilor JoAnne Vigil Coppler
Councilor Renee Villarreal	Councilor Carol Romero-Wirth
Councilor Jamie Cassutt-Sanchez	Councilor Signe I. Lindell

A RESOLUTION

HOSTING COMMUNITY CONVERSATIONS AND ESTABLISHING A SPECIAL COMMITTEE ON SANTA FE'S CULTURES, HISTORIES, ART, RECONCILIATION, AND TRUTH.

WHEREAS, the City of Santa Fe ("City") recognizes the political and cultural divisions in the United States at this time and has observed the destruction of the Soldier's Monument (the Obelisk) on the Plaza; and

WHEREAS, the City understands there is an urgent call to action to discuss the City's cultural histories and current viewpoints to seek solutions for a future of peace, justice, and reconciliation; and

WHEREAS, the City's leadership recognizes the need for community engagement to encourage people to speak and to be heard.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the City shall convene listening sessions, for all members of the community, facilitated by a professional trained in cultural competency. The listening sessions will

be compiled into an oral history drawn from all sectors of the population of Santa Fe to aid the community in understanding differing viewpoints of cultures, histories, and art in this uniquely diverse City.

BE IT FURTHER RESOLVED that a special committee is hereby created.

Section 1. NAME: the committee shall be known as the Culture, History, Art, Reconciliation and Truth Committee or "CHART Committee".

Section 2. PURPOSE: the purpose of the CHART Committee is to understand the complete and complex history of Santa Fe, the role of monuments and other remembrances, and the reasons a reckoning of shared history is important to the overall wellbeing of our community; and to use these understandings to inform and advise the community and Governing Body regarding these topics.

Section 3. DUTIES AND RESPONSIBILITIES:

A. Convene, compile, and review initial community listening sessions, facilitated by one or more professionals trained in cultural competency to inform the CHART Committee's discussions and recommendations of ways the City of Santa Fe and the greater Santa Fe community can join together for a culture of equality, equity, and common understanding;

B. Gather options and draft guidelines for existing statues, remembrances, and monuments;

C. Examine existing statues, remembrances, and monuments to develop a shared history and provide historical context;

D. Propose guidelines and make recommendations for monuments, remembrances, or works of art for the Santa Fe Plaza;

E. Identify opportunities for possible new monuments, remembrances, and works of public art;

~~F.~~ Recommend an inclusive historical narrative that reflects the diverse experiences of the community;

G. Articulate ways in which the people of the City of Santa Fe, past and present, can find common ground about shared histories and, most importantly, look forward to a more humane and compassionate community with full participation by and from all;

H. Steward the storytelling of the City's residents' histories that will be documented, stored, and available to future generations, and that will reflect the experiences and multiplicity of the shared history;

I. Recognize that the work in healing our community will not be complete with the conclusion of the duties of the CHART Committee; therefore, the Committee is urged to identify and recommend ongoing opportunities for institutional and policy reforms, new celebrations, social practice and partnerships;

J. Provide regular, monthly written updates to the Governing Body regarding the Committee's progress towards completion of its duties and responsibilities, including, but not limited to, the availability of histories the Committee compiles and the recommendations the Committee makes;

K. Provide a final written report, including a compilation of collected histories and the CHART Committee's interim recommendations and findings.

Section 4. MEMBERSHIP; OFFICERS; TERMS:

A. *Membership.* CHART Committee membership shall include twenty-one members. The members are not required to be residents of the City of Santa Fe. The members shall be nominated by Governing Body members, concerned community groups, and the public at-large. Nominations shall be submitted to the City Clerk within two weeks of the adoption of this Resolution. The Mayor shall recommend a final

list of nominees to the Governing Body for approval no later than a month from the close of nominations. The Mayor shall appoint the chair or co-chairs; the full membership of the CHART Committee shall elect a vice-chair. The CHART Committee shall be comprised of the following members:

1. Three representatives from Hispanic cultural and civic groups that are active in New Mexico;
2. Three representatives from Native American/Pueblos/cultural groups that are present in New Mexico;
3. Two individuals with historical/cultural expertise and credentials, and/or higher education credentials, in New Mexico's history and culture;
4. Two individuals with spiritual/religious leadership roles in Santa Fe;
5. Two individuals from the Santa Fe Arts Commission or the Santa Fe arts and culture community;
6. One individual with national museum or other professional historical interpretation experience;
7. Two former elected City of Santa Fe officials;
8. One representative of the State of New Mexico government involved in art, history, and culture;
9. One individual with a legal background with regard to the City's laws and policies;
10. One individual with mediator/dispute resolution training and experience; and
11. Three at-large members of the Santa Fe community, selected with a particular focus on adding to the diversity of the Committee.

B. *Terms.* Members shall serve until they complete their duties and responsibilities as set above.

C. *Compensation.* Members shall not receive compensation for their service on the Culture and Reconciliation Committee.

D. *Subcommittees.* The CHART Committee may establish subcommittees to address the duties and responsibilities as delineated in Section 3 above, such as community outreach listening and engagement; review of statues, remembrances, and monuments; development of and communication of inclusive narratives, and identification of institutional and policy reforms.

Section 5. VACANCIES: Vacancies on the CHART Committee shall be filled in the same manner as initial appointments.

Section 6. MEETINGS; DURATION: The CHART Committee is urged to complete its duties by the end of December, 2022. The Committee shall conduct all meetings in accordance with adopted City policies and procedures, including the use of *Robert's Rules of Order* in conducting its meetings when no other convention has been adopted. The Committee shall set its own meetings, but shall meet not less than once per month.

Section 6. STAFF LIAISON: The City Manager shall direct staff resources to support the special committee.

Section 7. FACILITATION RESOURCES: The Governing Body shall appropriate the funds for the facilitation of the committee's work.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2021.

_____

ALAN WEBBER, MAYOR

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/Culture, History, Art, Reconciliation and Truth Committee

Culture History Art Reconciliation and Truth Committee (For Review)

Final Audit Report 2020-10-21

Created:	2020-10-21
By:	Jeff Norris (jtnorris@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAb7l8lmzZeAsqJ7hSLL_bdYFzrHQ0lWsW

"Culture History Art Reconciliation and Truth Committee (For Review)" History

Document created by Jeff Norris (jtnorris@ci.santa-fe.nm.us)
2020-10-21 - 6:57:03 PM GMT- IP address: 63.232.20.2

Document emailed to Erin McSherry (ekmcsherry@santafenm.gov) for signature
2020-10-21 - 6:57:44 PM GMT

Email viewed by Erin McSherry (ekmcsherry@santafenm.gov)
2020-10-21 - 7:08:08 PM GMT- IP address: 104.47.64.254

Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)
Signature Date: 2020-10-21 - 7:10:48 PM GMT - Time Source: server- IP address: 174.62.11.171

Agreement completed.
2020-10-21 - 7:10:48 PM GMT

Adobe Sign

SUBSTITUTE

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

Councilor Carol Romero-Wirth Councilor Roman "Tiger" Abeyta

Councilor Chris Rivera Councilor Signe Lindell

A RESOLUTION

HOSTING COMMUNITY CONVERSATIONS ON SANTA FE'S CULTURES, HISTORIES, ART, RECONCILIATION, AND TRUTH.

WHEREAS, the City of Santa Fe ("City") recognizes the political and cultural divisions in the United States at this time and has observed the destruction of the Soldier's Monument (the Obelisk) on the Plaza, the removal of the Don Diego de Vargas statue from Cathedral Park, and the boarding up of the Kit Carson memorial; and

WHEREAS, the City understands there is an urgent call to action to discuss the City's cultural histories and current viewpoints to seek solutions for a future of peace, justice, healing, and reconciliation; and

WHEREAS, the City's leadership recognizes the need to create a process for community engagement to encourage people to speak, to be heard, and to listen.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the City will establish a City project team to ensure sufficient organizational and logistics support for the community-centered process in order to achieve desired

outcomes and objectives.

BE IT FURTHER RESOLVED that the City project team will be led by the Community Engagement Department and the Arts and Culture Department.

BE IT FURTHER RESOLVED that the City will contract with a facilitation coordinator with experience in cultural competency and community-centered processes.

BE IT FURTHER RESOLVED that the City will facilitate the convening of community dialogue sessions by organizations and, as appropriate, a number of community dialogue sessions open generally to community members unaffiliated with a particular community organization.

BE IT FURTHER RESOLVED that the community dialogue sessions will be designed to promote broader cross-cultural understanding, racial equity, healing, and reconciliation and to inform decisions for statutes and monuments as well as short, medium, and long-term responses for community healing and reconciliation.

BE IT FURTHER RESOLVED that the community dialogue sessions will be held in multiple languages and primarily via online platforms, although some in-person sessions may be offered to ensure accessibility and inclusion of diverse groups, depending on the community's public health criteria status.

BE IT FURTHER RESOLVED that community dialogue session will consist of three sessions as follows:

Round One will focus on personal identity and stories;

Round Two will focus on shared dialogue and cross-dialogue about core values, building on Round One; and

Round Three will focus on generating solutions, recommendations, and responses.

BE IT FURTHER RESOLVED that two separate creative engagement activities, inspired in part by Paper Monuments (https://www.papermonuments.org/), shall be conducted to fuel creative engagement by artists as a powerful avenue to engage the community with questions

of this project and to allow the community to participate in healing and communal activities.

BE IT FURTHER RESOLVED that a Community Survey be conducted in multiple languages to broaden the number of voices participating in the community dialog and to provide an alternative for individuals who cannot or choose not to participate in community dialogue sessions.

BE IT FURTHER RESOLVED that individual, one-on-one interviews be conducted as an alternative for providing input by community members who cannot or choose not to participate in community dialogue sessions. The interviews will ask more in-depth questions than the survey and will require 15 - 30 minutes to complete.

BE IT FURTHER RESOLVED that a Community Solutions Table be established to include representatives who have participated in all three community dialogue sessions. The Community Solutions Table shall suggest solutions based on a combination of recommendations from session participants at the end of each community dialogue session.

BE IT FURTHER RESOLVED that membership on the Community Solutions Table will be determined after the community dialogue sessions have ended. Membership of the Community Solutions Table shall be intentionally diverse and representative of the Santa Fe community in terms of age, gender identity, sexual orientation, race, and cultural background. The Community Solutions Table shall also include a balance of perspectives and opinions on the City's culture, histories, and stories, as well as a balance of perspectives on the obelisk and other monuments and statues of the community.

BE IT FURTHER RESOLVED that the Community Solutions Table shall hold 2 - 3 facilitated sessions with a format of consensus building.

BE IT FURTHER RESOLVED that the Community Solutions Table shall review, discuss, and consider summarized notes and documentation from Round One and Two of the community dialogue sessions, community survey results, and solutions, recommendations, and

responses generated during Round Three of the community dialogue sessions.

BE IT FURTHER RESOLVED that the facilitation coordinator will design the community dialogue sessions, train facilitators for community dialogue sessions so they are aligned with desired outcomes outlined in this resolution, pair facilitators or co-facilitators with conveners of organizational and community dialogue sessions, coordinate meeting schedules with the City project team, design meeting sessions for the Community Solutions Table, participate in weekly check-ins with the City project team regarding logistics and schedules, and organize weekly check-in sessions for facilitators.

BE IT FURTHER RESOLVED that the information generated from the processes in this resolution is a first effort and shall be compiled in a format for use and consideration by the Governing Body to inform its deliberation and evaluation for future process, action, and decisions.

BE IT FURTHER RESOLVED that members of the Governing Body shall be provided opportunity to participate in diversity and inclusion training either individually or in small groups.

BE IT FURTHER RESOLVED that this is the beginning of an ongoing effort to learn and understand our complex histories and stories, and to promote truth, healing, and reconciliation for a future of peace and justice.

BE IT FURTHER RESOLVED that the work outlined in this resolution be completed by December 30, 2021.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2021.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:



_____

ERIN K. McSHERRY, CITY ATTORNEY

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2021-__
Culture and Reconciliation

Mayor and Members of the City Council:

I propose the following amendment(s) to Resolution No. 2021-__:

1. On page 1, line 19 after "peace," ***insert*** "tolerance, racial equity, social"

2. On page 4, line 16 after "peace" ***insert*** ", tolerance, racial equity," and after "and" ***insert*** "social"

Respectfully submitted,

_____
Michael J. Garcia, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Kristine Bustos-Mihelcic, City Clerk

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2021-__
Culture and Reconciliation

Mayor and Members of the City Council:

I propose the following amendment(s) to Resolution No. 2021-__:

1. On page 2, line 17 after "that" ***insert*** "diverse"

Respectfully submitted,

_____
Michael J. Garcia, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Kristine Mihelcic, City Clerk

10259.4(C)

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2021-__
Culture and Reconciliation (Substitute)

Mayor and Members of the City Council:

We propose the following amendment(s) to Resolution No. 2021-__:

1. On page 1, line 16 after "Park" ***insert*** "by Executive Order"
2. On page 1, line 18 after "action" ***insert*** "by city residents, diverse stakeholders, and the Governing Body"
3. On page 1, line 24 ***strike*** "ensure" and ***insert*** in lieu thereof "provide"
4. On page 1, line 25 ***strike*** "the" and ***insert*** in lieu thereof "a"
5. On pages 1, lines 25 after "process" ***insert*** a period ***strike*** the remainder of the sentence
6. On page 2, line 4 ***strike*** "coordinator" and ***insert*** in lieu thereof "team"
7. On page 2, line 5 after "processes" ***insert*** ", including community outreach and engagement expertise"
8. On page 2, line 6 ***strike*** "City" and ***insert*** in lieu thereof "facilitation team, with support from the City project team,"
9. On page 2, line 7 ***strike*** "by" and ***insert*** in lieu thereof "with"
10. On page 2, line 8 ***strike*** "generally"
11. On page 2, line 8 ***strike*** "unaffiliated" and ***insert*** in lieu thereof "who may or may not be affiliated"
12. On page 2, line 14 ***strike*** "and primarily" and ***insert*** in lieu thereof "in-person or"
13. On page 2, lines 14-15 ***strike*** "although some in person sessions may be offered" and ***insert*** in lieu thereof "the public health criteria status,"
14. On page 2, lines 15-16 after "groups" ***insert*** a period and ***strike*** the remainder of the sentence
15. On page 2, line 17 make "session" plural
16. On page 2, line 23 after "that" ***insert*** "at least"
17. On page 2, line 24 after "by" ***insert*** "the", after "Monuments" ***insert*** "model", and after "conducted" ***insert*** "with support from community artists"
18. On page 2, line 25 ***strike*** "fuel" and ***insert*** in lieu thereof "utilize", ***strike*** "by artists" and ***insert*** in lieu thereof "techniques", and after "with" ***insert*** "guiding"
19. On page 3, line 1 ***strike*** "on this project"
20. On page 3, line 3 after "languages" ***insert*** "in an equitable manner"
21. On page 3, lines 8-9 after "will" ***strike*** the remainder of the sentence and ***insert*** in lieu thereof "mirror the guiding questions and prompts utilized in the community dialogues and the Community Survey."
22. On page 3, line 21 after "hold" ***insert*** "at least"
23. On page 3, line 25 after "results," ***insert*** "the creative engagement sessions," and after the first occurrence of "and" ***insert*** "the"
24. On page 4, line 2 ***strike*** "coordinator" and ***insert*** in lieu thereof "team, in collaboration with the City project team,"
25. On page 4, line 4 after "with" ***insert*** "the" and ***strike*** "outcomes" and ***insert*** in lieu thereof "objectives"
26. On page 4, line 12 ***insert*** the following new paragraph:

    "BE IT FURTHER RESOLVED that the Governing Body will be provided, at a minimum, quarterly progress reports to be informed about participation levels and

activities that have been undertaken. “

27. On page 4, line 12 after “Body” ***insert*** “and the City project team”

28. On page 4, line 13 after “groups” ***insert*** “in order to have a better understanding of implicit biases as it relates to this community engagement process and beyond”

29. On page 4, line 18 after “2021” ***insert*** “, with phased benchmarks and time frames delineated in the facilitation team’s and City project team’s work plans”

Respectfully submitted,

_____ _____

Renee Villarreal, Councilor JoAnne Vigil Coppler, Councilor

Approved as to Form:

_____

Erin K. McSherry, City Attorney

ADOPTED: _____

NOT ADOPTED: _____

DATE: _____

_____

Kristine Mihelcic, City Clerk

SUBSTITUTE

FIR No. 3287

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Culture and Reconciliation Community Conversations

Sponsor(s): Mayor Webber, Councilors, Romero-Wirth, Abeyta, Rivera, and Lindell.

Reviewing Department(s): Office of Community Engagement, City Attorney's Office, Arts and Culture Department

Staff Completing FIR: Pauline Kamiyama Date: 1/4/21 Phone: _____

Reviewed by City Attorney: _____ Date: Jan 4, 2021

Reviewed by Finance Director: _____ Date: Jan 4, 2021

Summary:
The proposed substitute Resolution calls for the City to facilitate the convening of community dialogue sessions by organizations and open sessions to unaffiliated community members. A community survey as well as one-on-one interviews will be conducted to reach those who cannot or choose not to participate in the community dialogue sessions. Further, the Resolution establishes a Community Solutions Table with membership to be determined after the community dialogue sessions have ended, but shall be intentionally diverse and representative of the Santa Fe community generally. The Community Solutions Table shall suggest solutions based on recommendations from session participants. Facilitation Coordinators will be required to design the community dialogue sessions.

Departments Affected:
Office of Community Engagement, Arts and Culture Department

Consequences of Not Enacting Legislation:
There is an urgent call to action to discuss our shared cultural histories and current viewpoints to seek solutions for a future of peace, social justice, and reconciliation. City leadership recognizes the need for community engagement to encourage people to speak and be heard. By failing to host these community conversations as a way for people to be heard and to address our cultural histories, the City would invite more conflict and contention to take root, which could result in additional violence and destruction of property.

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

Performance and Administrative Implications:
We are currently reviewing to determine the staffing needs, though outside facilitators will be needed to facilitate the community conversations.

Fiscal Implications:
Some staff time will be required to help develop the community conversations. Based on previous projcts and the investment in our community, approximately $276,000 is required to have a culturally competent facilitator and assistances on contract to conduct community listening sessions and compile an oral history report, including design, publication, and outreach.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$276,000	$	$				
Operating	$	$	$				$
Total:	$276,000	$	$				$276,00

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

Expenditure Narrative:

Revenue

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

Revenue Narrative:

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-__

INTRODUCED BY:

AMENDMENT A (RA 1) **AMENDMENT B (AW)**

AMENDMENT C (RA 2) **AMENDMENT D (CR/MG/JVC)**

AMENDMENT E (CR/MG/JVC 2) **AMENDMENT F (CR/MG/JVC 3)**

AMENDMENT G (MG) **AMENDMENT H (RV)**

A RESOLUTION

HOSTING COMMUNITY CONVERSATIONS AND ESTABLISHING A SPECIAL COMMITTEE ON SANTA FE'S CULTURES, HISTORIES, ART, RECONCILIATION, AND TRUTH.

WHEREAS, the City of Santa Fe ("City") recognizes the political and cultural divisions in the United States at this time and has observed the destruction of the Soldier's Monument (the Obelisk) on the Plaza, the removal of the Don Diego de Vargas statue from Cathedral Park, and the boarding up of the Kit Carson memorial; and

WHEREAS, the City understands there is an urgent call to action to discuss the City's cultural histories and current viewpoints to seek solutions for a future of peace, justice, healing, and reconciliation; and

WHEREAS, the City's leadership recognizes the need to create a space for community engagement to encourage people to speak [~~and~~], to be heard, and to listen.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the City shall convene listening sessions, for all members of the

community, facilitated by a professional [~~trained~~] with mediator/dispute resolution training and experience in cultural competency. The listening sessions will be compiled into an oral history drawn from all sectors of the population of Santa Fe to aid the community in understanding differing viewpoints of cultures, histories, and art in this uniquely diverse City.

BE IT FURTHER RESOLVED that a special committee is hereby created.

Section 1. NAME: the committee shall be known as the Culture, History, Art, Reconciliation and Truth Committee or "CHART Committee".

Section 2. PURPOSE: the purpose of the CHART Committee is to understand the complete and complex history of Santa Fe and its connection to the region, the role of monuments and other remembrances, and the reasons a reckoning of shared history is important to the overall wellbeing of our community; and to use these understandings to inform and advise the community and Governing Body regarding these topics.

Section 3. DUTIES AND RESPONSIBILITIES:

A. Convene, compile, and review initial community listening sessions, facilitated by one or more professionals trained in cultural competency to inform the CHART Committee's discussions and recommendations of ways the City of Santa Fe and the greater Santa Fe community can join together for a culture of equality, equity, [~~and~~] common understanding, and healing;

B. Propose guidelines and make recommendations for monuments, remembrances, or works of art for the Santa Fe Plaza beginning with the Soldier's Monument (the Obelisk) within six months of the Committee's first meeting;

C. Gather options and draft guidelines for existing statues, remembrances, and monuments;

D. Examine existing statues, remembrances, and monuments to develop a shared history and provide historical context;

E. [~~Propose guidelines and make recommendations for monuments, remembrances, or works of art for the Santa Fe Plaza;~~]

F. Identify opportunities for possible new monuments, remembrances, and works of public art;

G. Recommend an inclusive historical narrative that reflects the diverse experiences of the community;

H. Articulate ways in which the people of the City of Santa Fe, past and present, can find common ground about shared histories and, most importantly, look forward to a more [~~humane and~~] compassionate community with full participation by and from all with a better understanding about the cultural legacies of our community;

I. Steward the storytelling of the City's residents' histories that will be documented, stored, and available to future generations, and that will reflect the experiences and multiplicity of [~~the~~] our shared history and heritage;

J. Recognize that the work in healing our community will not be complete with the conclusion of the duties of the CHART Committee; therefore, the Committee is urged to identify and recommend ongoing opportunities for institutional and policy reforms, new celebrations, social practice and partnerships;

K. Provide [~~regular~~] at a minimum, monthly written updates and public presentations every other month to the Governing Body regarding the Committee's progress towards completion of its duties and responsibilities, including, but not limited to, the availability of histories the Committee compiles and the recommendations the Committee makes;

L. Provide a final written report, including a compilation of collected histories and the CHART Committee's interim recommendations and findings.

Section 4. MEMBERSHIP; OFFICERS; TERMS:

A. *CHART Committee Membership Nomination Review Panel.* A Committee Membership Nomination Review Panel ("CMNRP") is established and shall consist of five members who are representative of the ethnic and gender demographics of the City of Santa Fe and the surrounding Pueblo communities. The Governing Body, concerned community groups, and the public at-large shall nominate candidates for the CMNRP. Nominations shall be submitted to the City Clerk within two weeks of the adoption of this Resolution. The Mayor shall make appointments to the CMNRP no later than one week from the close of nominations. CHART committee membership nominations will be reviewed and evaluated by the CMNRP using the criteria described in Section 4(B)(1)-(11). The review panel will use Section 4(B)(1)-(11) as their principal guidance available to them in the same way that it is the principal guidance for committee applicants. The CMNRP shall submit a final list of CHART membership recommendations to the Mayor no later than three weeks from the close of CHART membership nominations.

B. *Membership.* CHART Committee membership shall include [~~twenty-one~~] nineteen seventeen members. [~~The~~] Interested members [~~are not required to~~] shall be residents of the City of Santa Fe, Santa Fe County, or northern New Mexico. [~~The~~] CHART Committee. [~~The members~~] Interested persons shall [~~be nominated by Governing Body members, concerned community groups, and the public at-large~~] submit letters of interest about why they would like to serve. [~~Nominations~~] Letters of interest shall be submitted to the City Clerk within [~~two~~] three weeks of the adoption of this Resolution. The three chairs of the City Council Standing Committees and the Mayor shall review and evaluate the nominations. The Mayor, with input from the City Council, shall recommend a final list of nominees to the Governing Body for approval no later than a month from the close of [~~nominations~~]

acceptance of letters of interest. At least eight members of the committee shall be person nominated by members of the Governing Body. [~~The Mayor shall appoint the chair or co-chairs; t~~]The full membership of the CHART Committee shall elect a chair and vice-chair. The CHART Committee shall be comprised of the following members:

1. Three representatives from Hispanic cultural and civic groups that are active in New Mexico;
2. Three representatives from Native American/Pueblos/cultural groups that are present in New Mexico, two of which must be based in Santa Fe County;
3. Two individuals with historical/cultural expertise and credentials, [~~and/or~~] higher education credentials[~~,~~] in New Mexico's history and culture, and/or museum or other professional historical interpretation experiences;
4. Two individuals with spiritual/religious leadership roles in Santa Fe;
5. Two individuals from the Santa Fe Arts Commission or the Santa Fe arts and culture community;
6. One individual with [~~national~~] museum or other professional historical interpretation experience with an emphasis on New Mexico history;

   *** Councilor Villarreal's amendment strikes section 6 in its entirety**

7. [~~Two~~] one one former elected City of Santa Fe officials;
8. [~~One representative of the State of New Mexico government involved in art, history, and culture;~~]
9. [~~One individual with a legal background with regard to the City's laws and policies;~~]
10. [~~One individual with mediator/dispute resolution training and experience~~] A member of the Mayor's Youth Advisory Board or a nominee selected by the

Mayor's Youth Advisory Board;

* **Councilor Villarreal's amendment strikes sections 8, 9, and 10 in their entirety**

11. [~~Three~~] Two Four Four at-large members of the Santa Fe community, selected with a particular focus on adding to the diversity of the Committee; and

12. One individual to be nominated by the Santa Fe Board of Commissioners

C. *Terms.* Members shall serve until they complete their duties and responsibilities as set above.

D. *Compensation.* Members shall not receive compensation for their service on the Culture and Reconciliation Committee.

E. *Subcommittees.* The CHART Committee may establish subcommittees to address the duties and responsibilities as delineated in Section 3 above, such as community outreach listening and engagement; review of statues, remembrances, and monuments; development of and communication of inclusive narratives, and identification of institutional and policy reforms.

Section 5. VACANCIES: Vacancies on the CHART Committee shall be filled in the same manner as initial appointments.

Section 6. MEETINGS; DURATION: The CHART Committee is urged to complete its duties, in a phased approach, with all work to be completed by the end of December, 2022. The Committee shall conduct all meetings in accordance with adopted City policies and procedures, including the use of *Robert's Rules of Order* [~~in conducting its meetings when no other~~] unless another convention [~~has been~~] is adopted. The Committee shall set its own meetings, but shall meet not less than once per month.

Section 6. STAFF LIAISON: The City Manager shall direct staff resources to support the special committee.

Section 7. FACILITATION RESOURCES: The Governing Body shall

appropriate the funds for the facilitation of the committee's work. The appropriation shall include funding for a mediator with dispute resolution and restorative justice training and experience.

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

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/Culture and Reconciliation Committee

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2020-__
Culture and Reconciliation Committee

Mayor and Members of the City Council:

I propose the following amendment(s) to Resolution No. 2020-__:

1. On page 4, line 22 ***strike*** "Three" and ***insert*** in lieu thereof "Two"

2. On page 4, line 24 ***insert*** the following new paragraph:
   "12. One individual to be nominated by the Santa Fe County Board of Commissioners."

Respectfully submitted,

_____
Roman "Tiger" Abeyta, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Yolanda Y. Vigil, City Clerk

10255.4(A)

Culture and Reconciliation Committee (Abeyta Amend)

Final Audit Report 2020-10-28

Created:	2020-10-27
By:	Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAARf2g90NXqAn0ugKseqj2RSxQe25eYjXm

"Culture and Reconciliation Committee (Abeyta Amend)" History

Document created by Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
2020-10-27 - 9:38:10 PM GMT- IP address: 63.232.20.2

Document emailed to Erin McSherry (ekmcsherry@santafenm.gov) for signature
2020-10-27 - 9:40:16 PM GMT

Email viewed by Erin McSherry (ekmcsherry@santafenm.gov)
2020-10-28 - 0:36:25 AM GMT- IP address: 174.62.11.171

Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)
Signature Date: 2020-10-28 - 0:37:04 AM GMT - Time Source: server- IP address: 174.62.11.171

Agreement completed.
2020-10-28 - 0:37:04 AM GMT

POWERED BY
Adobe Sign

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2020-__
Culture and Reconciliation Committee

Mayor and Members of the City Council:

I propose the following amendment(s) to Resolution No. 2020-__:

1. On page 3, line 25 after the period ***insert*** "The three chairs of the City Council Standing Committees and the Mayor shall review and evaluate the nominations."

Respectfully submitted,

_____
Alan Webber, Mayor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Yolanda Y. Vigil, City Clerk

Culture and Reconciliation Committee (Webber Amend)

Final Audit Report 2020-10-28

Created:	2020-10-28
By:	Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZAi7rjFYCwAZeC9kAHJmqF0GI12Rxug6

"Culture and Reconciliation Committee (Webber Amend)" History

Document created by Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
2020-10-28 - 3:47:32 PM GMT- IP address: 75.161.147.182

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2020-10-28 - 3:48:30 PM GMT

Email viewed by Erin McSherry (ekmcsherry@santafenm.gov)
2020-10-28 - 3:53:28 PM GMT- IP address: 104.47.64.254

Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)
Signature Date: 2020-10-28 - 3:53:45 PM GMT - Time Source: server- IP address: 174.62.11.171

Agreement completed.
2020-10-28 - 3:53:45 PM GMT

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2020-__
Culture and Reconciliation Committee

Mayor and Members of the City Council:

I propose the following amendment(s) to Resolution No. 2020-__:

1. On page 4, line 2, after the period ***insert*** the following new sentence "At least eight members of the committee shall be persons nominated by members of the Governing Body."
2. On page 4, line 6, after "Mexico" ***insert*** ", two of which must be based in Santa Fe County"
3. On page 4, line 21, ***strike*** "One individual with mediator/dispute resolution training and experience" and ***insert*** in lieu thereof "A member of the Mayor's Youth Advisory Board or a nominee selected by the Mayor's Youth Advisory Board."
4. On page 5, line 17, after the period ***insert*** the following new sentence "The appropriation shall include funding for a mediator with dispute resolution training and experience."

Respectfully submitted,

_____
Roman "Tiger" Abeyta, Councilor

_____
JoAnne Vigil Coppler, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Yolanda Y. Vigil, City Clerk

10255.4(C)

Culture and Reconciliation Committee (Abeyta Amend 2)

Final Audit Report 2020-11-02

Created:	2020-10-30
By:	Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAuProRII5cWCUbCPKRV-POwlQYU_vTU23

"Culture and Reconciliation Committee (Abeyta Amend 2)" History

Document created by Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
2020-10-30 - 9:14:08 PM GMT- IP address: 75.161.147.182

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2020-10-30 - 9:14:27 PM GMT

Email viewed by Erin McSherry (ekmcsherry@santafenm.gov)
2020-11-02 - 5:53:17 PM GMT- IP address: 174.62.11.171

Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)
Signature Date: 2020-11-02 - 6:19:03 PM GMT - Time Source: server- IP address: 174.62.11.171

Agreement completed.
2020-11-02 - 6:19:03 PM GMT

AMENDED

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2020-__
Culture and Reconciliation Committee

Mayor and Members of the City Council:

We propose the following amendment(s) to Resolution No. 2020-__:

1. On page 1, line 17, ***insert*** after "Plaza" ***insert*** ", the removal of the Don Diego de Vargas statute from Cathedral Park, and the boarding up of the Kit Carson memorial"
2. On page 1, line 25, ***strike*** "trained" and ***insert*** "with mediator/dispute resolution training and experience"
3. ~~[On page 2, line 19, ***insert*** the following new paragraph:~~
   ~~"B. Propose guidelines and make recommendations for monuments, remembrances, or works of art for the Santa Fe Plaza beginning with the Soldier's Monument (the Obelisk) within six months of the Committee's first meeting;"~~
   ~~*** Editor's Note: Renumber the succeeding sections accordingly.**~~
4. ~~On page 2, ***strike*** lines 22-23 in their entirety~~
   ~~*** Editor's Note: Renumber the succeeding sections accordingly.**~~
5. ~~On page 3, line 14, ***strike*** "regular" and ***insert*** in lieu thereof "at a minimum" and ***strike*** "written updates" and ***insert*** in lieu thereof "public presentations"]~~
6. On page 3, line 21, ***strike*** "twenty-one" and ***insert*** in lieu thereof "nineteen"
7. On page 4, line 14, ***strike*** "national" [~~and ***insert*** in lieu thereof "New Mexico"~~]
8. <u>On page 4, line 15 after "experience" ***insert*** "with an emphasis on New Mexico history"</u>
9. One page 4, line 16 ***strike*** "Two" and ***insert*** in lieu thereof "One"
10. On page 4, ***strike*** lines 19-21 in their entirety
    *** Editor's Note: Renumber the succeeding sections accordingly.**
11. One page 4, line 22, ***strike*** "Three" and ***insert*** in lieu thereof "Four"

Respectfully submitted,

Chris Rivera, Councilor

Michael Garcia, Councilor

JoAnne Vigil Coppler, Councilor

Approved as to Form:

Erin K. McSherry, City Attorney

10255.4(D)

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Yolanda Y. Vigil, City Clerk

***** **<u>Underlined material</u> denotes added language**
[~~Bracketed~~] material denotes struck language

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2020-__
Culture and Reconciliation Committee

Mayor and Members of the City Council:

We propose the following amendment(s) to Resolution No. 2020-__:

1. On page 2, line 19, ***insert*** the following new paragraph:
   "B. Propose guidelines and make recommendations for monuments, remembrances, or works of art for the Santa Fe Plaza beginning with the Soldier's Monument (the Obelisk) within six months of the Committee's first meeting;"
2. On page 2, ***strike*** lines 22-23 in their entirety

* **Editor's Note: Renumber the succeeding sections accordingly.**

Respectfully submitted,

_____ _____
Chris Rivera, Councilor Michael Garcia, Councilor

_____
JoAnne Vigil Coppler, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Yolanda Y. Vigil, City Clerk

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2020-__
Culture and Reconciliation Committee

Mayor and Members of the City Council:

We propose the following amendment(s) to Resolution No. 2020-__:

1. On page 3, line 14, ***strike*** "regular" and ***insert*** in lieu thereof "at a minimum" and after "updates" ***insert*** "and public presentations every other month"

Respectfully submitted,

_____ _____
Chris Rivera, Councilor Michael Garcia, Councilor

_____
JoAnne Vigil Coppler, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Yolanda Y. Vigil, City Clerk

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2020-__
Culture and Reconciliation Committee

Mayor and Members of the City Council:

I propose the following amendment(s) to Resolution No. 2020-__:

1. On page 3, line 21 ***insert*** the following new paragraph:

   "A. *CHART Committee Membership Nomination Review Panel.* A Committee Membership Nomination Review Panel ("CMNRP") is established and shall consist of five members as follows: one member of Hispanic heritage, one member of Native American/Indigenous heritage, one white member, and two members at-large. Three of the members shall be female, two shall be male. The Governing Body, concerned community groups, and the public at-large shall nominate candidates for the CMNRP. Nominations shall be submitted to the City Clerk within two weeks of the adoption of this Resolution. The Mayor shall make appointments to the CMNRP no later than one week from the close of nominations. The CMNRP shall evaluate and review nominations to the CHART committee membership to make recommendations regarding the CHART membership, using the criteria described in Section 4(B)(1)-(11). The CMNRP will use Section 4(B)(1)-(11) as its principal guidance for making recommendations, available to its members in the same way that it is the principal guidance for committee applicants. The CMNRP shall submit its recommendations to the Mayor no later than three weeks from the close of CHART membership nominations."

   *** Editor's Note: Renumber the succeeding sections accordingly**
2. On page 3, line 22 ***strike*** the second occurrence of "The" and ***insert*** in lieu thereof "CHART Committee"
3. On page 3, line 25 ***strike*** "two" and ***insert*** in lieu thereof "three"

Respectfully submitted,

_____
Michael J. Garcia, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Yolanda Y. Vigil, City Clerk

10255.4(G)

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2020-__
Culture and Reconciliation Committee

Mayor and Members of the City Council:

I propose the following amendment(s) to Resolution No. 2020-__:

1. On page 1, line 19 after "justice," ***insert*** "healing,"
2. On page 1, line 21 after "need" ***insert*** "to create a space"
3. On page 1, line 22 ***strike*** "and" and ***insert*** in lieu thereof a comma
4. On page 1, line 22 after "heard" ***insert*** ", and to listen"
5. On page 2, line 8 after "Santa Fe" ***insert*** "and its connection to the region,"
6. On page 2, line 17 ***strike*** "and"
7. On page 2, line 17 after "understanding" ***insert*** ", and healing;"
8. On page 3, line 5 ***strike*** "humane and"
9. On page 3, line 6 after "all" ***insert*** "with a better understanding about the cultural legacies of our community"
10. On page 3, line 9 ***strike*** "the" and ***insert*** in lieu thereof "our"
11. On page 3, line 9 after "history" ***insert*** "and heritage;"
12. On page 3, line 21 ***strike*** "twenty-one" and ***insert*** in lieu thereof "seventeen"
13. On page 3, line 22 ***strike*** "The" and ***insert*** in lieu thereof "Interested"
14. On page 3, line 22 ***strike*** "are not required to" and ***insert*** in lieu thereof "shall"
15. On page 3, line 22 after "Santa Fe" ***insert*** ", Santa Fe County, or northern New Mexico"
16. On page 3, line 22 ***strike*** "The members" and ***insert*** in lieu thereof "Interested persons"
17. On page 3, lines 23 and 24 ***strike*** "be nominated by Governing Body members, concerned community groups, and the public at-large" and ***insert*** in lieu thereof "submit letters of interest about why they would like to serve"
18. On page 3, line 24 ***strike*** "Nominations" and ***insert*** in lieu thereof "Letters of interest"
19. On page 3, line 25 after "Mayor" i***nsert*** ", with input from the City Council"
20. On page 4, line 2 ***strike*** "nominations" and ***insert*** in lieu thereof "acceptance of letters of interest."
21. On page 4, line 2 ***strike*** "The Mayor shall appoint the chair or co-chairs;" and capitalize the first letter of the new sentence
22. On page 4, line 3, after "a" ***insert*** "chair and"
23. On page 4 line 9, ***strike*** "and/or"
24. On page 4, line 10 ***strike*** the comma
25. On page 4, line 10 after "culture" ***insert*** ", and/or museum or other professional historical interpretation experience"
26. On page 4, ***strike*** lines 14-15 in their entirety
*** Editor's Note: Renumber the succeeding paragraphs accordingly.**
27. On page 4, line 16 ***strike*** "Two" and ***insert*** in lieu thereof "One" and make "officials" singular
28. On page 4, strike lines 17-21 in their entirety
*** Editor's Note: Renumber the succeeding paragraphs accordingly.**
26. On page 4, line 22, ***strike*** "Three" and insert in lieu thereof "Four"
27. On page 5, line 10, after "duties" ***insert*** ", in a phased approach, with all work to be completed"
28. On page 5, line 12, ***strike*** "in conducting its meetings, when no other" and ***insert*** in lieu thereof "unless another"

30. On page 5, line 12 ***strike*** "has been" and ***insert*** in lieu thereof "is"

Respectfully submitted,

_____
Renee Villarreal, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Yolanda Y. Vigil, City Clerk

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2020-__
Culture and Reconciliation Committee

Mayor and Members of the City Council:

We propose the following amendment(s) to Resolution No. 2020-__:

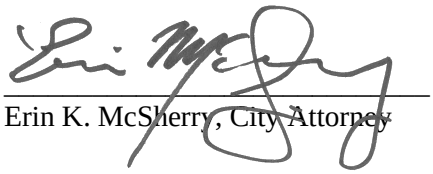
1. On page 1, after "Plaza" ***insert*** ", the removal of the Don Diego de Vargas statue from Cathedral Park, and the boarding up of the Kit Carson memorial"
2. On page 1, line 19 after "justice**"** ***insert*** ", healing"
3. On page 1, line 21 after "need" ***insert*** "to create a process"
4. On page 1, line 22 ***strike*** "and" and ***insert*** in lieu thereof a comma; after "heard" ***insert*** ", and to listen"
5. On page 1, line 25 ***strike*** "professional trained" and ***insert*** in lieu thereof "mediator with dispute resolution training and experience"
6. On page 2, line 8 after "Santa Fe" ***insert*** "and its connections to the surrounding regions of the state"
7. On page 2, line 17 ***strike*** "and"; after "understanding" ***insert*** ", and healing"
8. On page 3, line 5 ***strike*** "humane and"
9. On page 3, line 6 after "all" ***insert*** "with a better understanding of the complexity of our cultural legacies"
10. On page 3, line 9 ***strike*** "the" and ***insert*** in lieu thereof "our"; after "history" ***insert*** "and heritage"
11. On page 3, line 22 ***strike*** "The members are not required to be residents of the City of Santa Fe" and ***insert*** in lieu thereof "Interested members shall be residents of New Mexico"
12. On page 3, line 22 after the period ***strike*** the remainder of the line, ***strike*** all of line 23, and ***strike*** line 24 through "at-large."
13. On page 3, line 24 ***strike*** "Nominations" and ***insert*** in lieu thereof "Letters of interest"
14. On page 4, line 3 after "a" ***insert*** "chair and"
15. On page 4, line 6 after "Mexico" ***insert*** ", two of which must be based in Santa Fe County"
16. On page 4, line 9 ***strike*** "Two individuals" and ***insert*** in lieu thereof "One individual"
17. On page 4, line 16 ***strike*** "Two" and ***insert*** in lieu thereof "One" and make "officials" singular
18. On page 4, ***strike*** lines 17-21 in their entirety
19. ***Renumber*** succeeding subsections accordingly
20. On page 5, line 17 after the period ***insert*** "The appropriation shall include funding for a mediator with dispute resolution training and experience."

Respectfully submitted,

_____
Roman "Tiger" Abeyta, Councilor

10255.4(I)

Approved as to Form:



Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Yolanda Y. Vigil, City Clerk

FIR No. 3287

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Hosting Community Conversations and Establishing the Culture, History, Art, Reconciliation, and Truth (CHART) Committee

Sponsor(s): Mayor Webber, Councilors Garcia, Vigil Coppler, Villarreal, Cassutt-Sanchez, Romero-Wirth, and Lindell.

Reviewing Department(s): Office of Community Engagement, City Attorney's Office, Arts and Culture Department

Staff Completing FIR: Kristine Mihelcic Date: 10/16/20 Phone: 505-955-6846

Reviewed by City Attorney: _____ Date: Oct 26, 2020

Reviewed by Finance Director: Mary McCoy Date: Oct 26, 2020

Summary:
The proposed Resolution calls for Community Conversations and creates a Special Committee on Cultures, History, Art, Reconciliation, and Truth to identify ways Santa Fe can join together in a shared understanding to enhance community commons.

Departments Affected:
Office of Community Engagement; Arts and Culture Department

Consequences of Not Enacting Legislation:
There is an urgent call to action to discuss our cultural histories and current viewpoints to seek solutions for a future of peace, justice, and reconciliation. City leadership recognizes the need for community engagement to encourage people to speak and be heard. By failing to create this committee as a way for people to be heard and to address our cultural histories, the City would invite more conflict and contention to take root, which could result in additional violence and destruction of property.

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

Performance and Administrative Implications:
We are currently reviewing to determine the staffing needs, whether it be internal or a contract to manage.

Fiscal Implications:
Some staff time will be required to staff the committee, but we are reviewing to determine if this can be considered absorbed costs and within the current purview of either the Office of Community Engagement or Arts and Culture Department.

Based on previous projects and the investment in our community, approximately $300,000 is required to have a culturally competent facilitator on contract to conduct community listening sessions and compile an oral history report, including design, publication, and outreach.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2021	FYE 2022	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$ 150,000	$ 150,000	$ 0	Y	NR	TBD	
Operating	$	$	$				$
Total:	$ 150,000	$ 150,000	$				$ 300,000

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

Expenditure Narrative:

Some staff time will be required to staff the committee, but we are reviewing to determine if this can be considered absorbed costs and within the current purview of either the Office of Community Engagement or Arts and Culture Department.

Based on previous projects, the investment in our community of approximately $300,000 is required to have a culturally competent facilitator on contract to conduct community listening sessions and compile oral history report, including design and publication. This will ensure the project will truly reach most segments of the population in partnership with the neighborhoods. The listening sessions will be conducted virtually due to the pandemic and also in person with limited contact per the Public Health Order in place. The funding sources are still being reviewed and we are looking for potential funding sources internally and externally.

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:

No revenue.

Culture and Reconciliation Committee (FIR)(For Signature)

Final Audit Report 2020-10-26

Created:	2020-10-26
By:	Jeff Norris (jtnorris@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvcAw4AIwftIy8r8DszRJYMtYTZqW58cC

"Culture and Reconciliation Committee (FIR)(For Signature)" History

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SUBSTITUTE - REDLINE

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

RED – COUNCILOR GARCIA

BLUE – COUNCILOR VILLARREAL

GREEN – COUNCILOR GARCIA 2

A RESOLUTION

HOSTING COMMUNITY CONVERSATIONS ON SANTA FE'S CULTURES, HISTORIES, ART, RECONCILIATION, AND TRUTH.

WHEREAS, the City of Santa Fe ("City") recognizes the political and cultural divisions in the United States at this time and has observed the destruction of the Soldier's Monument (the Obelisk) on the Plaza, the removal of the Don Diego de Vargas statue from Cathedral Park by Executive Order, and the boarding up of the Kit Carson memorial; and

WHEREAS, the City understands there is an urgent call to action by city residents, diverse stakeholders, and the Governing Body to discuss the City's cultural histories and current viewpoints to seek solutions for a future of peace, tolerance, racial equity, social justice, healing, and reconciliation; and

WHEREAS, the City's leadership recognizes the need to create a process for community engagement to encourage people to speak, to be heard, and to listen.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the City will establish a City project team to [~~ensure~~] provide sufficient

organizational and logistics support for [~~the~~] a community-centered process [~~in order to achieve desired outcomes and objectives~~].

BE IT FURTHER RESOLVED that the City project team will be led by the Community Engagement Department and the Arts and Culture Department.

BE IT FURTHER RESOLVED that the City will contract with a facilitation [~~coordinator~~] team with experience in cultural competency and community-centered processes, including community outreach and engagement expertise.

BE IT FURTHER RESOLVED that the [~~City~~] facilitation team, with support from the City project team, will facilitate the convening of community dialogue sessions [~~by~~] with organizations and, as appropriate, a number of community dialogue sessions open [~~generally~~] to community members [~~unaffiliated~~] who may or may not be affiliated with a particular community organization.

BE IT FURTHER RESOLVED that the community dialogue sessions will be designed to promote broader cross-cultural understanding, racial equity, healing, and reconciliation and to inform decisions for statutes and monuments as well as short, medium, and long-term responses for community healing and reconciliation.

BE IT FURTHER RESOLVED that the community dialogue sessions will be held in multiple languages [~~and primarily~~] in-person or via online platforms [~~although some in-person sessions may be offered~~], pending the public health criteria status, to ensure accessibility and inclusion of diverse groups[~~, depending on the community's public health criteria status~~].

BE IT FURTHER RESOLVED that diverse community dialogue sessions will consist of three sessions as follows:

Round One will focus on personal identity and stories;

Round Two will focus on shared dialogue and cross-dialogue about core values, building on Round One; and

Round Three will focus on generating solutions, recommendations, and responses.

BE IT FURTHER RESOLVED that at least two separate creative engagement activities, inspired in part by the Paper Monuments model (https://www.papermonuments.org/), shall be conducted with support from community artists to [~~fuel~~] utilize creative engagement [~~by artists~~] techniques as a powerful avenue to engage the community with guiding questions [~~of this project~~] and to allow the community to participate in healing and communal activities.

BE IT FURTHER RESOLVED that a Community Survey be conducted in multiple languages in an equitable manner to broaden the number of voices participating in the community dialogue and to provide an alternative for individuals who cannot or choose not to participate in community dialogue sessions.

BE IT FURTHER RESOLVED that individual, one-on-one interviews be conducted as an alternative for providing input by community members who cannot or choose not to participate in community dialogue sessions. The interviews will [~~ask more in-depth questions than the survey and will require 15 – 30 minutes to complete~~] mirror the guiding questions and prompts utilized in the community dialogues and the Community Survey.

BE IT FURTHER RESOLVED that a Community Solutions Table be established to include representatives who have participated in all three community dialogue sessions. The Community Solutions Table shall suggest solutions based on a combination of recommendations from session participants at the end of each community dialogue session.

BE IT FURTHER RESOLVED that membership on the Community Solutions Table will be determined after the community dialogue sessions have ended. Membership of the Community Solutions Table shall be intentionally diverse and representative of the Santa Fe community in terms of age, gender identity, sexual orientation, race, and cultural background. The Community Solutions Table shall also include a balance of perspectives and opinions on the City's culture, histories, and stories, as well as a balance of perspectives on the obelisk and other monuments and

statues of the community.

BE IT FURTHER RESOLVED that the Community Solutions Table shall hold at least 2 - 3 facilitated sessions with a format of consensus building.

BE IT FURTHER RESOLVED that the Community Solutions Table shall review, discuss, and consider summarized notes and documentation from Round One and Two of the community dialogue sessions, Community Survey results, the creative engagement sessions, and the solutions, recommendations, and responses generated during Round Three of the community dialogue sessions.

BE IT FURTHER RESOLVED that the facilitation [~~coordinator~~] team, in collaboration with the City project team, will design the community dialogue sessions, train facilitators for community dialogue sessions so they are aligned with the desired [~~outcomes~~] objectives outlined in this resolution, pair facilitators or co-facilitators with conveners of organizational and community dialogue sessions, coordinate meeting schedules with the City project team, design meeting sessions for the Community Solutions Table, participate in weekly check-ins with the City project team regarding logistics and schedules, and organize weekly check-in sessions for facilitators.

BE IT FURTHER RESOLVED that the information generated from the processes in this resolution is a first effort and shall be compiled in a format for use and consideration by the Governing Body to inform its deliberation and evaluation for future process, action, and decisions.

BE IT FURTHER RESOLVED that the Governing Body will be provided, at a minimum, quarterly progress reports to be informed about participation levels and activities that have been undertaken.

BE IT FURTHER RESOLVED that members of the Governing Body and the City project team shall be provided opportunity to participate in diversity and inclusion training either individually or in small groups in order to have a better understanding of implicit biases as it relates

to this community engagement process and beyond.

BE IT FURTHER RESOLVED that this is the beginning of an ongoing effort to learn and understand our complex histories and stories, and to promote truth, healing, and reconciliation for a future of peace, tolerance, racial equity, and social justice.

BE IT FURTHER RESOLVED that the work outlined in this resolution be completed by December 30, 2021, with phased benchmarks and time frames delineated in the facilitation team and City project team work plan.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2021.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

8. **PUBLIC HEARINGS**

a CONSIDERATION OF RESOLUTION NO. 2020-____. (Mayor Webber, Councilor Garcia, Councilor Villarreal, Councilor Cassutt-Sanchez, Councilor Vigil Coppler, Councilor Romero-Wirth, and Councilor Lindell)
A Resolution Hosting Community Conversations and Establishing a Special City Committee On Santa Fe's Cultures, Histories, Art, Reconciliation, and Truth. (Kristine Mihelcic, Constituent and Council Services Director, kmmihelcic@santafenm.gov, 955-6846)

Name: Bob Alei
Comment - 12/15/2020 03:14 PM: (For)
A few thoughts:
a) the committee needs to be made up of people who fully represent the diversity of Santa Fe – including youth, Indigenous, Spanish, Mexican, Anglo, LGBTQ, straight, longtime residents, new residents, etc.
b) the committee needs a professional facilitator well versed in bringing diverse views together.
c) one of it's main tasks should be to hold a series of ongoing, facilitated conversations among community members, publicized widely and designed explicitly to explore the full history of this place, it's people, and it's ecology – from before the time that Onate arrived through the present.

Name: Stefanie Beninato
Comment - 12/16/2020 09:03 AM: (No Vote)
16 Dec 2020

F I think it is dangerous and probably impossible for the Commission to "recommend an inclusive historical narrative" As a public historian, I am much more interested in having individual groups' narratives preserved and perhaps a discussion on common ground, intersections where divergence in histories occur, why and then maybe an attempt at reconciling them—not sure if that is condescending or even possible. I think it is better to gather and acknowledge the different perspectives.

H
Stewarding the story telling of city residents—isn't that a task already assigned to the city Historian? I know when I applied this past round, it was a project I has suggested for this office and I thought the person selected also mentioned it as a priority task—not sure about the latter.

I like the change to require Commission members to be from city or county—northern NM seems a little vast.

I would like a reference to the Open Meetings Act—no closed doors as with the discussion about the Entrada.

Is a committee to select Commission members politically insulated given mayor selects members? Will five people really be representative of ethnic and gender diversity including surrounding pueblo?

Also I could not open any of the attachments that were part of the file.

Stefanie Benianto, Ph.D.

Name: Ronald S. Trujillo
Comment - 12/16/2020 11:18 AM: (No Vote)
Mayor and Councilors

I write to you as General Presidente of Los Caballeros DeVargas and want to comment on the proposed substitute resolution creating the CHART Commission.

We the Caballeros DeVargas have been effected by the Mayors and Councilor Villareals decisions to meet with 3 Sisters and the Red Nations regarding monuments here in Santa Fe. As we all know our DeVargas Statue which we donated to the City of Santa Fe was removed in the secrecy of the night without any input from our organization or the general public. It was said that this decision was based on protecting the Statue of Don Diego DeVargas from Vandalism, but the decision to remove the statue, Obelisk and the Kit Carson Monument were made by the mayor after he met with 3 Sisters.

My concern with the substitute resolution is that yes you are now giving more people the chance to speak on this issue but my concern is that now that everyone will be able to speak on this issue will 3 Sisters and Red Nation organize their supporters and inure that they show up at these meetings to speak thus if 300 people show up to speak and 200 of them are from RN and 3S and are not from Santa Fe those of us who actually **HAVE SKIN IN THE GAME** will be heard but again outnumbered by those who were shipped in to speak from other Cities and States.

Therefore I am asking the Council to TABLE this RESOLUTION and send it back to the appropriate committees to be vetted as I and other citizens just received a copy of this resolution last night or woke up and saw it advertised in the Santa Fe New Mexican. I have been reading through it so that I can understand what's the new intent of the substitute resolution. City Government should not work in a way that a resolution is placed up for a vote without giving everyone a chance to speak and comment on it at committees.

Its like removing statues in the middle of the night without speaking to those who donated it to the city

ITS JUST NOT THE PROPER WAY TO DO BUSINESS

I actually like that you are giving more people the opportunity to speak instead of stacking this group with people who I believe would vote to abolish most of monuments in our city based on what they believe instead of actually knowing history and learning from it.

Thank you for your time and I hope that this resolution is tabled and sent back to committees.

YOU ALL KNOW ITS THE RIGHT THING TO DO!

Ronald S. Trujillo
General Presidente Caballeros DeVargas

20. PUBLIC HEARINGS

a. CONSIDERATION OF BILL NO. 2020-35. ADOPTION OF ORDINANCE NO. 2021-____. (Councilor Rivera, Councilor Cassutt-Sanchez, Councilor Villarreal, and Councilor Garcia)
An Ordinance Amending Section 16-15.2 SFCC 1987 to Remove the Possibility of Imprisonment for the Conviction of a Violation of the Section. (Kyle Hibner, City Prosecutor, kjhibner@santafenm.gov, 955-5195)

b. CONSIDERATION OF RESOLUTION NO. 2021-____. (Mayor Webber, Councilor Garcia, C Villarreal, Councilor Cassutt-Sanchez, Councilor Vigil Coppler, Councilor Romero-Wirth, and Councilor Lindell)
A Resolution Hosting Community Conversations and Establishing a Special City Committee On Santa Fe's Cultures, Histories, Art, Reconciliation, and Truth. (Kristine Bustos-Mihelcic, City Clerk/Community Engagement Director, kmmihelcic@santafenm.gov, 955-6846)

COMMITTEE REVIEW:
Public Works and Utilities Committee: 10/26/20
Quality of Life Committee: 11/4/20
Public Works and Utilities Committee: 11/9/20
Special Finance Committee: 11/16/20
Governing Body: 12/16/20
Public Works and Utilities Committee: 01/11/21
Finance Committee: 01/12/21

Name: Mark E. Dunham
Comment - 01/11/2021 11:49 AM: (No Vote)
To the Mayor, Councilors, and Staff and Citizens of the City of Santa Fe—

For some time a group on the community website NextDoor, has been discussing the fate of the obelisk. I would like to encourage you to make your proposed Community Conversation as wide as possible, since it is clear that many strong opinions exist. However as a student of NM history, I would also like to express some individual thoughts now.

The Plaza has been recreated many times since its establishment in 1610 by Peralta, most notably when transformed into a Pueblo-style court during the revolt of 1680. Once Kearny claimed NM in 1846, and the US Army won the battle of Glorietta in 1862, Captain Ayers led the construction of a formal Eastern-style plaza with landscaping and a **bandstand at the center**. However in 1867 the present War Memorial obelisk was installed, in the same style as used throughout the Southwest for survey monuments. The plaza buildings then were transformed towards Greek Revival to suit Eastern tastes and enable statehood. Finally, in 1917 Hewett and Meme drove the present design, and Santa Fe Style was created. So the plaza is already an amalgam and overlay of 400 years of history, and this should be celebrated and respected, for all 3 cultures who contributed blood, toil, and treasure to make it so.

Northern NM has created a unique culture of 3 mingled but still separate cultures, each with very strong traditions. It is only natural then to respect the strengths of each culture with 3 monuments, not one, and to let each culture have strong influence on their design. With a restored bandstand now occupying one side of the inner plaza, why not open up the center to allow larger throngs of our eager summer dancers and celebrants, while placing the 3 monuments on the other 3 open sides? Such an overall design would reflect the separate but equal nature of our current Santa Fe cultures, and provide a space between where all can mix and enjoy our unique city.

What a breath of fresh air it is to live in a state than can balance three (actually 4 if you consider the Red and Blue Anglos!) cultures, compared to the national agonies and ghosts we have seen awaken this last 20 years. Viva Nuevo Mexico!

Name: Ronald S. Trujillo

Comment - 01/12/2021 12:27 PM: (No Vote)

Members of the Governing Body as President of Caballeros DeVargas I want to insure that Caballeros DeVargas are one of the many organizations that will be allowed to speak and voice our opinion when this committee is passed by the City Council.

We are the organization that donated the DeVargas statue to the city that once stood proudly in Cathedral Park until it was removed in the middle of the night by the mayor without any dialog with the Caballeros DeVargas. Part of this committee's job will be to determine the fate of monuments and statues throughout the City of Santa Fe. I want to insure that Caballeros DeVargas have a seat at any table where the fate of the Statue and Our Hispanic Culture, History and Traditions are discussed to insure that our concerns are heard and addressed.

I can assure you that we the Caballeros DeVargas are one organization that wants to be part of the discussion.

Caballeros DeVargas mission is to "Perpetuate the Memory of Capitan General y Governador Don Diego DeVargas" and we are committed to the mission and will continue that mission here in our beloved Santa Fe.

I have sent a letter to Mayor Webber asking for a meeting between the Caballeros the Mayor, Members of the City Council, City Manager and your legal staff.

I sent a letter to the Mayor asking for a meeting in early December and just received a response from the mayor, but nothing in the letter addressed if and when this meeting would take place. Therefore I am asking you as councilors to insure that a meeting is set up between Los Caballeros and the City of Santa Fe to discuss our statue of Don Diego DeVargas.

What I and many are concerned about this new resolution is now the new group is open to anyone, and as I have witnessed 3 Sisters and Red Nation organize well and my concern is that they will again ship in people not from here to speak at these meetings thus once again their numbers of people will probably outnumber those who actually have **SKIN IN THE GAME**.

Please do your diligence on this resolution and listen to all councilors and their concerns. As one who served for 12 years on the council I saw first hand how the Mayor has his votes thus any opposition can easily be thwarted off by the majority and thus a resolution that should be written to address all concerned is thus passed and addresses only the concerns of a few

Ronald S. Trujillo
Presidente Caballeros DeVargas